

State of California  
**MASTER SERVICE AGREEMENT**  
**USER INSTRUCTIONS**  
**NON-MANDATORY**  
***\*Supplement 4\****  
***\*(Incorporates Supplements 1-3)\****

**USER INSTRUCTIONS**

**EFFECTIVE DATE:** ***[5/10/2023]\*5/17/2023\****

**TITLE/DESCRIPTION:** Electronic Information Library Services (E-Library)

**CONTRACT NUMBERS**

**AND CONTRACTOR'S NAME:** MSA 5-23-70-40-01, RELX Inc.

**CONTRACT TERM:** 1/1/2023 through 12/31/2027

**CONTRACT CATEGORY:** IT Services

**MAXIMUM ORDER LIMIT:** Unlimited (See Sections 5.B. & 5.C. for more information)

**FOR USE BY:** State and Local Governmental Agencies

**STATE CONTRACT**

**ADMINISTRATOR:** Louis Han  
(279) 799-3981  
[Louis.Han@dgs.ca.gov](mailto:Louis.Han@dgs.ca.gov)

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

**ORIGINAL ON FILE**

***Louis Han, State Contract Administrator***

**Date**

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**SUMMARY OF CHANGES**

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

<b>Supplement Number</b>	<b>Description/Sections</b>	<b>Effective Date</b>
<b><i>*4*</i></b>	<b><i>*Supplement 4 incorporates the following change:  1. Updated Section 4C as additional products were added to Exhibit F.*</i></b>	<b><i>*5/17/2023*</i></b>
3	Supplement 3 incorporates the following changes:  1. Updated Contract Category on Cover Page. 2. Updated Acquisition Category in Section 5B. 3. Removed Section 5F.	5/10/2023
2	Supplement 2 incorporates the following change:  1. Cover Page – Updated from “Mandatory” to “Non-Mandatory”.	2/14/2023
1	Supplement 1 incorporates the following changes:  1. Updated Contract Administrator on Cover Page and Section 3A. 2. Updated Contract Administrator contact information in Section 3A. 3. Updated “Original Signed” to “Original Signature on File” on Cover Page.	1/20/2023
N/A	Original User Instructions posted.	1/1/2023

## **USER INSTRUCTIONS**

### **1. SCOPE AND OVERVIEW**

The Department of General Services, Procurement Division (DGS-PD) has established this California Master Service Agreement (MSA) contract for Electronic Information Library Services (E-Library) with RELX Inc., pursuant to Public Contract Code (PCC) 10298 and 10299. The use of this MSA is optional for all State Agencies, the Judicial and Legislative branches, and California political subdivisions/local governments.

The MSA provides State agencies, the Judicial and Legislative branches, and participating political subdivisions/local governments the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the MSA.

Note: Throughout this document, "MSA" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State agencies, the Judicial and Legislative branches, and political subdivisions/local governments eligible to utilize this contract. "Subscription Agreements" shall refer to contracts or purchase orders established under the MSA between Ordering Agencies and the Contractor. Ordering and usage instructions exclusive to State departments or political subdivisions/local government agencies shall be identified within each section.

### **2. CONTRACT AVAILABILITY**

#### **A. State Agencies**

Use of this agreement is non-mandatory for State of California agencies.

#### **B. Political Subdivisions/Local Governmental Agencies**

- 1) Use of this agreement is optional for political subdivisions/local governmental agencies.
- 2) Pursuant to Public Contract Code §10298-10299, a local government agency is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems, school districts, and community colleges.
- 3) Each political subdivision/local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.
- 4) Local governmental agencies have no authority to amend, modify or change any condition of the MSA.

### 3. CONTRACT ADMINISTRATORS

The State and E-Library MSA Contractor contract administrators, assigned as single points of contact for problem resolution and related contract issues, are listed below.

#### A. State Contact

State Contract Administrator	
<b>Name:</b>	Louis Han
<b>Phone:</b>	(279) 799-3981
<b>E-Mail:</b>	<a href="mailto:Louis.Han@dgs.ca.gov">Louis.Han@dgs.ca.gov</a>
<b>Address:</b>	Department of General Services Procurement Division 707 Third Street, 2 <sup>nd</sup> Floor, MS 2-202 West Sacramento, CA 95605

#### B. Contractor Contact

RELX Contract Administrator	
<b>Name:</b>	Gaurang Dave
<b>Phone:</b>	(202) 378-1018
<b>Email:</b>	<a href="mailto:Gaurang.Dave@LNSSI.com">Gaurang.Dave@LNSSI.com</a>
<b>Address:</b>	LexisNexis Risk Solutions 1150 18 <sup>th</sup> Street, NW, Suite 250 Washington, DC 20036

#### C. Problem Resolution/Contractor Performance

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the E-Library MSA Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

### 4. CONTRACT INFORMATION

#### A. Master Agreement (Contract) Documents

The E-Library MSA contract documents are posted on the Cal eProcure website. To obtain copies:

- Go to *Cal eProcure – LPA Contract Details*  
[https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_PG&Action=U&SETID=STATE&CNTRCT\\_ID=5-23-70-40-01](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5-23-70-40-01)

- Under Attachments, Click View to download the MSA contract attachments.

Additional information is also available on the DGS-PD MSA website:

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Master-Agreements>

## **B. Agreement Term**

- 1) This MSA shall be for a five (5) year term. The DGS reserves the right to extend this MSA for two additional two (2) year periods at the same rates, terms and conditions. Extensions will be made by amendment to the MSA.
- 2) Current MSA term dates are listed on Page 1 of these User Instructions.
- 3) Ordering Agencies' subscription agreements must be executed on or before the expiration date of the MSA. The term of the subscription agreement may extend for up to twelve (12) months beyond the MSA expiration date.
- 4) Ordering Agencies may terminate their subscription agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to print program subscription agreements, however, print program subscription agreements are subject to Exhibit B, paragraph A., Budget Contingency Clause.

## **C. Available Products and Services**

The E-Library MSA Contractor will provide only products and services in accordance with the terms and conditions of its MSA which include:

- On Line Legal Research, Information, and News Subscription Services
- Print Program Subscription Services
- Print Products

***\*Additional products and services have been added as part of Amendment 1.\**** Refer to Exhibits F & G of the MSA for a complete description of services.

## **D. Contractor Pricing**

- 1) On Line Subscription Services – Refer to Exhibits F & G of the MSA for product and pricing information. Prices shall be fixed for one (1) year starting from MSA effective date. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.
- 2) Print Products & Print Program Subscriptions – Contractor shall provide the following Products and Services under this MSA:

- **Print Products:** Refer to RELX's web site for product and pricing information: <https://store.lexisnexis.com/>. RELX will provide Ordering Agencies a discount of a minimum of 10% to 25% off the listed prices from the online store for purchase of eligible new print titles with or without any other online subscription. Ordering Agencies must work with their local RELX sales representative at the time of purchase to receive the discount. The State and the Contractor have agreed to annual price increases thereafter. Print Product price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing for eligible new print titles. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
  - **Print Program Subscriptions:** Ordering Agencies may be eligible for additional discounts and/or print programs and print purchases with subscription services, based on available promotions, existing subscriptions, the quantity purchased, dual-media subscriptions, and a multi-year commitment. The State and the Contractor have agreed to annual price increases. Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
- 3) Contractor may offer greater discounts and/or lower prices than those published in their Price Schedule or web site based on available promotions, existing subscriptions, the quantity purchased, or a multi-year commitment.

#### **E. DGS Administrative Fee**

1) **State Agencies**

The DGS will bill each State agency an administrative fee for use of this statewide MSA. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

2) Political Subdivisions/Local Government Agencies

All Local Government Agencies shall pay the Contractor a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight.

**F. SB/DVBE Participation**

There is no California-certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this MSA.

**5. CONTRACT USAGE/RULES (State Agencies Only)**

**A. Adherence to Applicable Laws**

State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manuals).

**B. Purchasing Authority**

For this Master Agreement the acquisition method, type and category are:

<b>Acquisition Method</b>	Leveraged Procurement Agreements (no further competition required)
<b>Acquisition Type</b>	Master Agreements
<b>Acquisition Category</b>	IT Services

Prior to executing subscription agreements under this MSA, State agencies must have been granted purchasing authority by DGS-PD for the use of the method, type, and categories listed above. The State agency's current Purchasing Authority Number must be entered in the appropriate location on each purchase document. State agencies may contact the DGS-PD Purchasing Authority Management Section for information at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

**C. Order Limits/Dollar Thresholds**

State Agencies may execute Subscription Agreements/Purchase Orders up to the maximum order limit listed on page 1, unless otherwise specified by their approved delegated purchasing authority. Each State agency's purchasing authority is listed by



acquisition method, type, and category on their Purchasing Authority Approval Letter (PAAL). Please refer to the Purchasing Authority Unit's website [here](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority>) for information regarding Departments with approved purchasing authority.

**D. California Seller's Permit**

California Seller's Permit information for the Contractor is identified below. Prior to placing orders under this agreement, State departments should verify that permits are currently valid at [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation requirements identified in the State Contracting Manuals, as applicable.

Contractor Name	Seller's Permit #
RELX Inc.	30674552

**E. Agreement Summary (STD 215)**

State agencies using the MSA must complete and retain an Agreement Summary (STD 215) within their contract file.

**F.**

**G. Internal Approvals**

Prospective users are advised to consult with internal counsel to review all terms, including product specific terms, prior to execution of any subsidiary agreements.

**6. ORDERING PROCEDURES**

**A. Contractor Selection Process**

Ordering Agencies are not required to complete a Request for Offer (RFO) or to solicit multiple offers when executing contracts under this MSA. However, Ordering Agencies are encouraged to negotiate the best cost and best value from the MSA contractor. The costs can always be lower than those provided under the MSA, however, they shall NOT exceed the agreed upon rates.

**B. Subscription Agreement Requirements**

Prior to rendering services, the Ordering Agency and the Contractor must execute a subscription agreement that:

- Incorporates all of the terms and conditions of the MSA by reference (i.e. "Master Service Agreement <MSA Number> and its amendments are hereby incorporated by reference and made a part of this agreement.")

- Includes specific Ordering Agency terms and requirements (i.e. scope of work, agency contact, and payment provisions, as applicable) none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

Note: While there is no need to duplicate the MSA contract language, Ordering Agencies should include details specific to the subscription agreement between the Ordering Agency and the MSA Contractor.

1) State Agency - Contract Form

State Agency subscription agreements must contain the following:

- State agencies not transacting in FISCAL must use the Standard Agreement (STD 213) for Subscription Agreements and/or Purchasing Authority Purchase Order (STD 65) for Print Products.
- State agencies transacting in FISCAL will follow the FISCAL procurement and contracting procedures.
- Scope of Work – *Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
  - a. On Line Subscription Service SOWs should include:
    - Budget detail (monthly price X number of months); and
    - Authorized User Information and Locations.
  - b. Print Product and Program Subscription SOWs should include:
    - Budget detail (monthly price X number of months);
    - List of print titles; and
    - The list of locations for book shipments.
- Agency specific terms and conditions – *Including budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.
- TERMINATION/CANCELLATION  
Ordering agencies are to add the following language to their subscription agreements:  
*"In addition to any other provision of this Subscription Agreement, the Ordering Agency may terminate this Subscription Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to Print Program Subscription Agreements, however, Print*

*Program Subscription Agreements are subject to MSA Exhibit B, paragraph A., Budget Contingency Clause.*

- GENERAL TERMS AND CONDITIONS (GTC 04/2017) (As Modified)  
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)  
Contractor has already signed and agreed to the contractor Certification Clauses (CCC 04/2017) and is already included in the agreement. There is no need to incorporate the current CCC as these have already been included in the MSA contract with DGS.
- GENERAL PROVISIONS – INFORMATION TECHNOLOGY GSPD-401IT (Rev. 9/5/14) (As Modified)  
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- DARFUR CONTRACTING ACT CERTIFICATION  
Contractor has a signed Darfur Contracting Act Certification on file with the DGS-PD.
- CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION  
Contractor has a signed California Civil Rights Law Certification on file with the DGS-PD.
- IRAN CONTRACTING ACT CERTIFICATION  
Contractor has a signed Iran Contracting Act Certification on file with the DGS-PD.

## 2) Local Agency - Contract Form

Local governmental agency subscription agreements must contain the following:

- Local Agency's contract form/document (equivalent to the State's STD 213 form)
- Scope of Work – *Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
  - a. On Line Subscription Service SOWs should include:
    - Budget detail (monthly price X number of months) including a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight; and

- Authorized User Information and Locations.
- b. Print Product and Program Subscription SOWs should include:
  - Budget detail (monthly price X number of months) including a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight;
  - List of print titles; and
  - The list of locations for book shipments.
- Agency specific terms and conditions – *Including, budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.

### **C. Subscription Agreement Execution and Distribution**

Ordering Agencies must submit executed subscription agreements as follows:

#### Contractor Copies

Ordering Agency shall provide a copy of the executed subscription agreement to the MSA Contractor Contract Manager.

### **D. Subscription Agreement Processing**

Subscription Agreements will be processed and effective as follows:

- 1) Exhibit F and Exhibit G Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
- 2) California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.

## **7. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

## **8. INVOICING AND PAYMENT**

### **A. Payment Terms**

Refer to Exhibit B of the MSA for payment terms and provisions.

### **B. Payee Data Record (State Agencies Only)**

Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

### **C. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Standard Agreement (STD 213) and/or Purchasing Authority Purchase Order (STD 65) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-23-70-40-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTOR NAME

RELX Inc.

2. The term of this Agreement is:

START DATE

January 1, 2023, or upon State's Approval, whichever is earlier.

THROUGH END DATE

December 31, 2027, with two (2) optional two-year extensions.

3. The maximum amount of this Agreement is:

\$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions (Effective 4/2017) (As Modified)	4
+ - Exhibit D	General Provisions - Information Technology GSPD 401IT (Effective 9/5/2014) (As Modified)	28
+ - Exhibit E	Insurance Provisions	2
+ - Exhibit F	LexisNexis, a division of RELX Inc. Deliverables and Pricing	23
+ - Exhibit G	LexisNexis Risk Solutions Inc. Deliverables and Pricing	51
+ - Exhibit H	LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions	55
+ - Exhibit I	LexisNexis Risk Solutions Inc. Contractor's Terms and Conditions	50

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

RELX Inc.

CONTRACTOR BUSINESS ADDRESS

9443 Springboro Pike

CITY

Miamisburg

STATE

OH

ZIP

45342

PRINTED NAME OF PERSON SIGNING

Joshua Roslan

TITLE

Senior Pricing Analyst

CONTRACTOR AUTHORIZED SIGNATURE

**Roslan, Joshua (LNG-DAY)**

Digitally signed by Roslan, Joshua (LNG-DAY)  
Date: 2022.12.28 13:53:14 -05'00'

DATE SIGNED

12-28-22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-23-70-40-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS

707 Third Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Christina Nunez on behalf of Carol Bangs

TITLE

Acquisitions Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Christina Nunez**

Digitally signed by Christina Nunez  
Date: 2022.12.28 15:37:47 -08'00'

DATE SIGNED

12/28/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **24** PAGES

AGREEMENT NUMBER  
**5-23-70-40-01**

AMENDMENT NUMBER  
**1**

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**Department of General Services, Procurement Division**

CONTRACTOR NAME

**RELX, Inc.**

2. The term of this Agreement is:

START DATE

**January 1, 2023**

THROUGH END DATE

**December 31, 2027, with two (2) optional two-year extensions.**

3. The maximum amount of this Agreement after this Amendment is:

**\$0.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The following Exhibit is revised and incorporated here:

Exhibit F - LexisNexis, a division of RELX Inc. Deliverables and Pricing (24 pages)

*All other terms and conditions shall remain the same.*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**RELX, Inc.**

CONTRACTOR BUSINESS ADDRESS

**9443 Springboro Pike**

CITY

**Miamisburg**

STATE

**OH**

ZIP

**45342**

PRINTED NAME OF PERSON SIGNING

**Samantha Bing**

TITLE

**Segment Director**

CONTRACTOR AUTHORIZED SIGNATURE

**Samantha Bing**

Digitally signed by Samantha Bing  
 Date: 2023.05.02 21:51:39 -04'00'

DATE SIGNED

**May 2nd, 2023**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**Department of General Services, Procurement Division**

CONTRACTING AGENCY ADDRESS

**707 Third Street**

CITY

**West Sacramento**

STATE

**CA**

ZIP

**95605**

PRINTED NAME OF PERSON SIGNING

**Christina Nunez on behalf of Carol Bangs**

TITLE

**Acquisitions Branch Chief**

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Christina Nunez**

Digitally signed by Christina Nunez  
 Date: 2023.05.08 13:00:04 -07'00'

DATE SIGNED

**05/08/2023**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)



State of California  
**MASTER SERVICE AGREEMENT**  
**USER INSTRUCTIONS**  
**NON-MANDATORY**  
***\*Supplement 4\****  
***\*(Incorporates Supplements 1-3)\****

**USER INSTRUCTIONS**  
**EFFECTIVE DATE:** ~~5/10/2023~~**\*5/17/2023\***  
**TITLE/DESCRIPTION:** Electronic Information Library Services (E-Library)  
**CONTRACT NUMBERS**  
**AND CONTRACTOR'S NAME:** MSA 5-23-70-40-01, RELX Inc.  
**CONTRACT TERM:** 1/1/2023 through 12/31/2027  
**CONTRACT CATEGORY:** IT Services  
**MAXIMUM ORDER LIMIT:** Unlimited (See Sections 5.B. & 5.C. for more information)  
**FOR USE BY:** State and Local Governmental Agencies  
**STATE CONTRACT**  
**ADMINISTRATOR:** Louis Han  
(279) 799-3981  
[Louis.Han@dgs.ca.gov](mailto:Louis.Han@dgs.ca.gov)

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

**ORIGINAL ON FILE**

**Louis Han, State Contract Administrator**

**Date**

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**SUMMARY OF CHANGES**

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

Supplement Number	Description/Sections	Effective Date
<b><i>*4*</i></b>	<b><i>*Supplement 4 incorporates the following change:  1. Updated Section 4C as additional products were added to Exhibit F.*</i></b>	<b><i>*5/17/2023*</i></b>
3	Supplement 3 incorporates the following changes:  1. Updated Contract Category on Cover Page. 2. Updated Acquisition Category in Section 5B. 3. Removed Section 5F.	5/10/2023
2	Supplement 2 incorporates the following change:  1. Cover Page – Updated from “Mandatory” to “Non-Mandatory”.	2/14/2023
1	Supplement 1 incorporates the following changes:  1. Updated Contract Administrator on Cover Page and Section 3A. 2. Updated Contract Administrator contact information in Section 3A. 3. Updated “Original Signed” to “Original Signature on File” on Cover Page.	1/20/2023
N/A	Original User Instructions posted.	1/1/2023

## **USER INSTRUCTIONS**

### **1. SCOPE AND OVERVIEW**

The Department of General Services, Procurement Division (DGS-PD) has established this California Master Service Agreement (MSA) contract for Electronic Information Library Services (E-Library) with RELX Inc., pursuant to Public Contract Code (PCC) 10298 and 10299. The use of this MSA is optional for all State Agencies, the Judicial and Legislative branches, and California political subdivisions/local governments.

The MSA provides State agencies, the Judicial and Legislative branches, and participating political subdivisions/local governments the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the MSA.

Note: Throughout this document, "MSA" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State agencies, the Judicial and Legislative branches, and political subdivisions/local governments eligible to utilize this contract. "Subscription Agreements" shall refer to contracts or purchase orders established under the MSA between Ordering Agencies and the Contractor. Ordering and usage instructions exclusive to State departments or political subdivisions/local government agencies shall be identified within each section.

### **2. CONTRACT AVAILABILITY**

#### **A. State Agencies**

Use of this agreement is non-mandatory for State of California agencies.

#### **B. Political Subdivisions/Local Governmental Agencies**

- 1) Use of this agreement is optional for political subdivisions/local governmental agencies.
- 2) Pursuant to Public Contract Code §10298-10299, a local government agency is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems, school districts, and community colleges.
- 3) Each political subdivision/local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.
- 4) Local governmental agencies have no authority to amend, modify or change any condition of the MSA.

### 3. CONTRACT ADMINISTRATORS

The State and E-Library MSA Contractor contract administrators, assigned as single points of contact for problem resolution and related contract issues, are listed below.

#### A. State Contact

State Contract Administrator	
<b>Name:</b>	Louis Han
<b>Phone:</b>	(279) 799-3981
<b>E-Mail:</b>	<a href="mailto:Louis.Han@dgs.ca.gov">Louis.Han@dgs.ca.gov</a>
<b>Address:</b>	Department of General Services Procurement Division 707 Third Street, 2 <sup>nd</sup> Floor, MS 2-202 West Sacramento, CA 95605

#### B. Contractor Contact

RELX Contract Administrator	
<b>Name:</b>	Gaurang Dave
<b>Phone:</b>	(202) 378-1018
<b>Email:</b>	<a href="mailto:Gaurang.Dave@LNSSI.com">Gaurang.Dave@LNSSI.com</a>
<b>Address:</b>	LexisNexis Risk Solutions 1150 18 <sup>th</sup> Street, NW, Suite 250 Washington, DC 20036

#### C. Problem Resolution/Contractor Performance

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the E-Library MSA Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

### 4. CONTRACT INFORMATION

#### A. Master Agreement (Contract) Documents

The E-Library MSA contract documents are posted on the Cal eProcure website. To obtain copies:

- Go to *Cal eProcure – LPA Contract Details*  
([https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_PG&Action=U&SETID=STATE&CNTRCT\\_ID=5-23-70-40-01](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5-23-70-40-01))

- Under Attachments, Click View to download the MSA contract attachments.

Additional information is also available on the DGS-PD MSA website:  
<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Master-Agreements>

## **B. Agreement Term**

- 1) This MSA shall be for a five (5) year term. The DGS reserves the right to extend this MSA for two additional two (2) year periods at the same rates, terms and conditions. Extensions will be made by amendment to the MSA.
- 2) Current MSA term dates are listed on Page 1 of these User Instructions.
- 3) Ordering Agencies' subscription agreements must be executed on or before the expiration date of the MSA. The term of the subscription agreement may extend for up to twelve (12) months beyond the MSA expiration date.
- 4) Ordering Agencies may terminate their subscription agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to print program subscription agreements, however, print program subscription agreements are subject to Exhibit B, paragraph A., Budget Contingency Clause.

## **C. Available Products and Services**

The E-Library MSA Contractor will provide only products and services in accordance with the terms and conditions of its MSA which include:

- On Line Legal Research, Information, and News Subscription Services
- Print Program Subscription Services
- Print Products

***\*Additional products and services have been added as part of Amendment 1.\**** Refer to Exhibits F & G of the MSA for a complete description of services.

## **D. Contractor Pricing**

- 1) On Line Subscription Services – Refer to Exhibits F & G of the MSA for product and pricing information. Prices shall be fixed for one (1) year starting from MSA effective date. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.
- 2) Print Products & Print Program Subscriptions – Contractor shall provide the following Products and Services under this MSA:

- **Print Products:** Refer to RELX's web site for product and pricing information: <https://store.lexisnexis.com/>. RELX will provide Ordering Agencies a discount of a minimum of 10% to 25% off the listed prices from the online store for purchase of eligible new print titles with or without any other online subscription. Ordering Agencies must work with their local RELX sales representative at the time of purchase to receive the discount. The State and the Contractor have agreed to annual price increases thereafter. Print Product price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing for eligible new print titles. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
  - **Print Program Subscriptions:** Ordering Agencies may be eligible for additional discounts and/or print programs and print purchases with subscription services, based on available promotions, existing subscriptions, the quantity purchased, dual-media subscriptions, and a multi-year commitment. The State and the Contractor have agreed to annual price increases. Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
- 3) Contractor may offer greater discounts and/or lower prices than those published in their Price Schedule or web site based on available promotions, existing subscriptions, the quantity purchased, or a multi-year commitment.

#### **E. DGS Administrative Fee**

##### 1) **State Agencies**

The DGS will bill each State agency an administrative fee for use of this statewide MSA. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

2) Political Subdivisions/Local Government Agencies

All Local Government Agencies shall pay the Contractor a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight.

**F. SB/DVBE Participation**

There is no California-certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this MSA.

**5. CONTRACT USAGE/RULES (State Agencies Only)**

**A. Adherence to Applicable Laws**

State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manuals).

**B. Purchasing Authority**

For this Master Agreement the acquisition method, type and category are:

<b>Acquisition Method</b>	Leveraged Procurement Agreements (no further competition required)
<b>Acquisition Type</b>	Master Agreements
<b>Acquisition Category</b>	IT Services

Prior to executing subscription agreements under this MSA, State agencies must have been granted purchasing authority by DGS-PD for the use of the method, type, and categories listed above. The State agency's current Purchasing Authority Number must be entered in the appropriate location on each purchase document. State agencies may contact the DGS-PD Purchasing Authority Management Section for information at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

**C. Order Limits/Dollar Thresholds**

State Agencies may execute Subscription Agreements/Purchase Orders up to the maximum order limit listed on page 1, unless otherwise specified by their approved delegated purchasing authority. Each State agency's purchasing authority is listed by



acquisition method, type, and category on their Purchasing Authority Approval Letter (PAAL). Please refer to the Purchasing Authority Unit's website [here](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority>) for information regarding Departments with approved purchasing authority.

#### **D. California Seller's Permit**

California Seller's Permit information for the Contractor is identified below. Prior to placing orders under this agreement, State departments should verify that permits are currently valid at [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation requirements identified in the State Contracting Manuals, as applicable.

<b>Contractor Name</b>	<b>Seller's Permit #</b>
RELX Inc.	30674552

#### **E. Agreement Summary (STD 215)**

State agencies using the MSA must complete and retain an Agreement Summary (STD 215) within their contract file.

#### **F.**

#### **G. Internal Approvals**

Prospective users are advised to consult with internal counsel to review all terms, including product specific terms, prior to execution of any subsidiary agreements.

### **6. ORDERING PROCEDURES**

#### **A. Contractor Selection Process**

Ordering Agencies are not required to complete a Request for Offer (RFO) or to solicit multiple offers when executing contracts under this MSA. However, Ordering Agencies are encouraged to negotiate the best cost and best value from the MSA contractor. The costs can always be lower than those provided under the MSA, however, they shall NOT exceed the agreed upon rates.

#### **B. Subscription Agreement Requirements**

Prior to rendering services, the Ordering Agency and the Contractor must execute a subscription agreement that:

- Incorporates all of the terms and conditions of the MSA by reference (i.e. "Master Service Agreement <MSA Number> and its amendments are hereby incorporated by reference and made a part of this agreement.")

- Includes specific Ordering Agency terms and requirements (i.e. scope of work, agency contact, and payment provisions, as applicable) none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

Note: While there is no need to duplicate the MSA contract language, Ordering Agencies should include details specific to the subscription agreement between the Ordering Agency and the MSA Contractor.

1) State Agency - Contract Form

State Agency subscription agreements must contain the following:

- State agencies not transacting in FI\$Cal must use the Standard Agreement (STD 213) for Subscription Agreements and/or Purchasing Authority Purchase Order (STD 65) for Print Products.
- State agencies transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.
- Scope of Work – *Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
  - a. On Line Subscription Service SOWs should include:
    - Budget detail (monthly price X number of months); and
    - Authorized User Information and Locations.
  - b. Print Product and Program Subscription SOWs should include:
    - Budget detail (monthly price X number of months);
    - List of print titles; and
    - The list of locations for book shipments.
- Agency specific terms and conditions – *Including budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.
- TERMINATION/CANCELLATION  
Ordering agencies are to add the following language to their subscription agreements:  
*"In addition to any other provision of this Subscription Agreement, the Ordering Agency may terminate this Subscription Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to Print Program Subscription Agreements, however, Print*

*Program Subscription Agreements are subject to MSA Exhibit B, paragraph A., Budget Contingency Clause.*

- **GENERAL TERMS AND CONDITIONS (GTC 04/2017) (As Modified)**  
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- **CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**  
Contractor has already signed and agreed to the contractor Certification Clauses (CCC 04/2017) and is already included in the agreement. There is no need to incorporate the current CCC as these have already been included in the MSA contract with DGS.
- **GENERAL PROVISIONS – INFORMATION TECHNOLOGY GSPD-401IT (Rev. 9/5/14) (As Modified)**  
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- **DARFUR CONTRACTING ACT CERTIFICATION**  
Contractor has a signed Darfur Contracting Act Certification on file with the DGS-PD.
- **CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
Contractor has a signed California Civil Rights Law Certification on file with the DGS-PD.
- **IRAN CONTRACTING ACT CERTIFICATION**  
Contractor has a signed Iran Contracting Act Certification on file with the DGS-PD.

## 2) Local Agency - Contract Form

Local governmental agency subscription agreements must contain the following:

- Local Agency's contract form/document (equivalent to the State's STD 213 form)
- *Scope of Work – Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
  - a. On Line Subscription Service SOWs should include:
    - Budget detail (monthly price X number of months) including a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight; and

- Authorized User Information and Locations.
- b. Print Product and Program Subscription SOWs should include:
  - Budget detail (monthly price X number of months) including a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight;
  - List of print titles; and
  - The list of locations for book shipments.
- Agency specific terms and conditions – *Including, budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.

### **C. Subscription Agreement Execution and Distribution**

Ordering Agencies must submit executed subscription agreements as follows:

#### Contractor Copies

Ordering Agency shall provide a copy of the executed subscription agreement to the MSA Contractor Contract Manager.

### **D. Subscription Agreement Processing**

Subscription Agreements will be processed and effective as follows:

- 1) Exhibit F and Exhibit G Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
- 2) California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.

## **7. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

## **8. INVOICING AND PAYMENT**

### **A. Payment Terms**

Refer to Exhibit B of the MSA for payment terms and provisions.

### **B. Payee Data Record (State Agencies Only)**

Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

### **C. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Standard Agreement (STD 213) and/or Purchasing Authority Purchase Order (STD 65) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

## **EXHIBIT A: SCOPE OF WORK**

The Department of General Services (DGS), Procurement Division (PD), hereinafter referred to as the "State" or "DGS-PD" is contracting for a provider of Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as "User Agencies") to access proprietary legal research, information, news databases, and print products.

### **1. SCOPE OF WORK**

- A. The State of California, Department of General Services (DGS) (hereinafter referred to as "DGS" or the "State") and RELX Inc. (hereinafter referred to as "Contractor" or "RELX" or "LexisNexis" or "LN"), hereby agree that Contractor will provide Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as "User Agencies") to access proprietary legal research, information, news databases, and print products. The Risk products in Exhibit F that are FCRA compliant will be provided by LexisNexis Risk Solutions Inc. and the non FCRA products will be supplied by LexisNexis Risk Solutions FL Inc. The Master Service Agreement (MSA) or "Agreement" shall refer to the EILS contract between DGS and Contractor. User agreements shall refer to purchase orders or contracts established under the MSA between User Agencies and the Contractor.
- B. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether or not the use of the MSA is consistent with its procurement policies and regulations.
- C. The State reserves the right to revise this Scope of Work (SOW) in the future to include additional EILS options. Any revisions to the SOW or the Terms and Conditions will be made by amendment to this Agreement and mutually agreed upon by the State and Contractor.

### **2. TERM**

- A. The term of this Master Service Agreement ("MSA" or "Contract" or "Agreement") is for a five (5) year period with two (2) options to extend for two (2) years, with the start and end date noted on the attached Standard Agreement (the "Effective" term). Extensions will be made by amendment to the MSA upon mutual agreement between Contractor and the State at the same rates, terms, and conditions.
- B. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service(s) for any reason with thirty (30) days

written notice. This termination for convenience does not apply to print program user agreements, however, print program user agreements are subject to Exhibit B, paragraph 1, BUDGET CONTINGENCY CLAUSE.

- C. Should the Contractor fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.
- D. User Agencies' agreements executed before the end of the MSA term may continue for up to twelve (12) months beyond the MSA contract period.

### 3. ORDER OF PRECEDENCE

- A. In the event of a discrepancy and/or inconsistency between the articles, attachments. Or provision which constitutes this Agreement, the following descending order of precedence shall apply:
  - 1) State of California Standard Agreement (STD 213)
  - 2) Exhibit C: Terms and Conditions (04/2017) (As Modified)
  - 3) Exhibit D: General Provisions – Information Technology GSPD-401IT (Effective 9/5/14) (As Modified)
  - 4) Exhibit A: Scope of Work
  - 5) Exhibit B: Budget Detail and Payment Provisions
  - 6) Exhibit E: Insurance Provisions
  - 7) Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing
  - 8) Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing
  - 9) Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions
  - 10) Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions

### 4. CONTRACT ADMINISTRATORS

- A. All inquiries during the term of this Agreement will be directed to the representatives listed below:

<b>State Contract Administrator</b>	<b>Contractor Contract Administrator</b>
<i>Robert Cosgrove</i> 707 3rd Street, 2nd Floor, MS-202 West Sacramento, CA 95605 Phone: (279) 946-8303 Email: <a href="mailto:Robert.Cosgrove@dgs.ca.gov">Robert.Cosgrove@dgs.ca.gov</a>	<i>Gaurang Dave</i> 1000 Alderman Drive Alpharetta, GA 30005 Phone: (202) 378-1018 Email: <a href="mailto:Gaurang.Dave@LNSSI.com">Gaurang.Dave@LNSSI.com</a>

- B. Should a representative change, each party will notify the other in writing no later than fourteen (14) calendar days after the date of such change, without amendment to this Agreement.

**5. RESPONSIBILITIES**

A. Contractor

Contractor is responsible for the following:

1. Agrees to perform and deliver the services and/or goods under the EILS MSA as described herein.
2. Respond to orders from User Agencies.
3. Shall not provide any services or products to User Agencies utilizing this MSA, except those services or products that are specifically within the scope of the MSA as defined in Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing; Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions; Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions.
4. Agrees to payment terms and conditions prior to providing a subscribed service or delivery of goods. Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
5. Local Agency Incentive Fee
  - a. Contractor agrees to remit to DGS an incentive fee of an amount equal to 1.25 percent of quarterly invoiced sales to all local government agencies.
  - b. This incentive fee shall not be included in the User Agency's purchase price, nor invoiced separately to the User Agency. All prices quoted to a local government agency shall reflect MSA pricing, including any and all applicable discounts, and shall not include add-on fees.
  - c. The Contractor is required to pay to DGS the local agency fee in the form of an electronic payment using DGS-PD LPA Payment Portal or by submitting a check payable to: Department of General Services (DGS), Procurement Division (PD). Contractor must include the Master Agreement Number on the check.
  - d. To submit Incentive Fees electronically, users must register on the DGS-PD LPA Payment Portal (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).
  - e. Contractor's payment of the local agency incentive fee is due irrespective of whether or not the local governmental agency has paid the contractor for services.
  - f. Local Agency fee checks are due for each quarter as follows:

Reporting Period.	Due Date
January 1 to March 31	April 30



Department of General Services  
Electronic Information Library Services (EILS)

April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- g. Local Agency fee checks shall be submitted to:  
State of California  
Department of General Services, Procurement Division  
Attention: Master Agreements Program  
707 3rd Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

**B. User Agency Responsibilities**

The User agency is responsible for the following:

1. Develop user agreements and Purchase Orders that include, but are not limited to:
  - a. Scope, budget, schedule, and term;
  - b. Services/Goods required;
  - c. Authorized User information and Locations;
  - d. Deliverables; and
  - e. Payment terms and conditions.
2. Provide business information and data to facilitate the Contractor's work.
3. Designate individual(s) able to make decisions regarding the user agency's program needs and requirements.
4. Execute and administer the user agreement.
5. All Local Government Agencies shall pay the Contractor a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased.

**C. State Responsibilities**

DGS is responsible for the following:

1. Execute and administer the EILS MSA.
2. Monitor quarterly invoice reports.
3. Collect the Local Agency Fee.

**6. PURCHASING**

The following terms and conditions apply to purchases made under this MSA.

- A. User Agreement—Prior to rendering services, Contractor and State Agencies and Local Governmental Agencies must execute a separate user agreement that incorporates all the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind or be in conflict with the terms and conditions of this MSA.

For State Agencies, such user agreement shall be in the form of the Standard Agreement, STD 213 and/or Purchase Order, and for Local Governmental Agencies shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and/or Purchase Orders, and Local Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

- B. User Instructions—User Agencies may purchase under this MSA by following the User Instructions published at Procurement Division’s website: <http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx> or the Cal eProcure website: <https://www.caleprocure.ca.gov/pages/index.aspx>.
- C. For purchases made under this MSA, Contractor will provide EILS services under the terms and conditions defined in the MSA and Exhibits, and specified in the individual subscription agreement. Access to and usage of any other databases, features, and services are excluded. Contractor shall provide quarterly invoice reports detailing excluded charges by User Agency. State Agencies with excluded charges in excess of \$4,999.99 may be subject to DGS review of their purchasing activities.
- D. Processing – Orders will be processed as follows:
1. Exhibit F and Exhibit G Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
  2. California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.
- E. User agency’s acceptance of any “click-through” terms shall not be binding or have any force or effect.

## 7. DELIVERABLES

The Contractor shall provide the following products and services:

Descriptions and pricing of Subscription Services and Printed Products are on Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing; Exhibit H: LexisNexis, a division of RELX Inc. Contractor’s Terms and Conditions; and Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor’s Terms and Conditions.

## 8. CONTENT DELIVERY

The content identified under the SOW shall be delivered to user agencies through a variety of delivery mechanisms including XML, Batch and internet services. The parties

expressly agree that these delivery mechanisms are not part of the work specified in this SOW and that such delivery mechanisms are not SaaS, LaaS or PaaS.

## 9. PRICE ESCALATIONS AND DECLINES

### A. Online Subscriptions

#### 1. Price Escalation

Prices shall be fixed for one (1) year starting from MSA effective date. The Contractor may request approval for an increase of its pricing with supporting documentation to justify such an increase. Acceptable documentation for proposed rate increase is based on the United States Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category. The expenditure category shall be legal services and it shall be the unadjusted percent change for the previous one-year period. Reference to this index may be found at the following web page, subject to change: <http://www.bls.gov/news.release/cpi.toc.htm>.

Rate increase requests will only be considered for requests received by the State's Contract Administrator during the last quarter preceding the end of each one-year period. If an increase is granted, Contractor shall provide a new rate sheet to the State's Contract Administrator. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.

### B. Print Products

#### 1. Price Escalations

Print Products and Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% to 25% off the then-current list prices as such list prices are reflected on the Bookstore (see <https://store.lexisnexis.com/>). The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.

## 10. TECHNICAL SUPPORT

- A. Contractor shall provide research, technical and customer support at no additional cost. Contactor will provide a team of experts available to User Agencies 24 hours a day, seven days a week via toll free phone number:

- **800-543-6862 – LexisNexis products**
- **866-277-8407 – LexisNexis Risk Solutions FL Inc. products**

Lexis Advance chat support is available Monday to Friday 5:00 a.m. through 10:00 p.m. PDT. Accurint chat support is available Monday to Sunday 7:00 a.m. - 9:00

Department of General Services  
Electronic Information Library Services (EILS)

a.m. and 11 a.m. to 1 p.m. PDT. Email support is also available. If the phone number changes, Contractor shall notify the State Contract Administrator and User Agencies online or in writing, as soon as practical or within five (5) days.

<b>HOURS AND SPECIALISTS</b>	<b>RESEARCH SUPPORT</b>
<p>A team of experts available 24 x 7 via a toll-free number. Customer support staff will include professionals with experience in the areas of research for each of the LexisNexis products and solutions.</p>	<p>For questions relating to legal search strategy, materials, and features, experienced Legal Research Associates will help subscribers find results fast. Approximately 90% of the associates hold JDs, and most of them are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals with extensive training. Many Legal Customer Support Representatives who will assist subscribers have practiced in law firms, in corporate counsel offices, and as judicial law clerks.</p>

<b>TECHNICAL SUPPORT</b>	<b>OPERATIONS SUPPORT</b>
<p>Technical experts will respond to subscriber's questions about hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The service is available 24 hours a day. The majority of the technical staff has degrees in disciplines including Management Information Systems, Computer Science and Business Administration. Users will benefit from the representatives' practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.</p>	<p>Operations Support Representatives will assist with systems operations issues such as the print system, ID-related questions and the Alert feature. The service is available 24 hours a day. The specialists have a variety of expertise and education, including bachelor's degrees in communications, business and MIS. Most representatives who will serve a subscriber have worked at least two years as telephonic customer support specialists before they joined LexisNexis.</p>

- B. RELX will provide training for new and existing subscribers at no additional cost upon request. Training can be made available via webinars or onsite, in group

training session or one-on-one. Depending on training topics, sessions can last 30 minutes to an hour.

- C. Basic Accurant Virtual Crime Center (AVCC) Training can be provided for \$495 per student and will be for a period of two weeks for 2 hours a day. This training will be online live training on product functionality and use cases.
- D. RELX will provide free user guides in print or via electronic format when requested. User guides and search tips are also accessible online at no additional cost.

## **11. SETTLEMENT OF DISPUTES**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with User Agency Director or Designee within ten (10) days of discovery of the problem.

- A. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Contractor and the User Agency Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designated representative) of the User Agency for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties to the State of California's policies and procedures. If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.
- B. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Contractor shall continue with the responsibilities under this Agreement during any dispute, unless Contractor believes it is necessary to stop such responsibilities to protect the security and confidentiality of data.
- C. Where there are conflicts, this Agreement takes precedence over the user agreement signed by the User Agency. Please see page 3, Order of Precedence.

## **12. CANCELLATION/TERMINATION**

The State may terminate this Agreement for cause and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- A. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Contract.

- B. Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- C. Notwithstanding any other provision of this Agreement or of law, if at any time during the operation of this Agreement the Federal Government adopts or promulgates a policy, law or regulation prohibiting the State from entering into the contractual arrangement described in the Agreement, this Agreement shall immediately become void and of no further effect, and any sums otherwise due to the Contractor under the terms of this Agreement or by any other remedy of law for services performed under this Agreement shall be forfeited.

### 13. REPORTING

- A. Contractor shall submit quarterly invoice reports for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.
- B. Contractor shall provide a quarterly report on an Excel spreadsheet transmitted electronically to the DGS mailbox at [masters@dgs.ca.gov](mailto:masters@dgs.ca.gov).
- C. Contractor shall remit a quarterly report to the Department of General Services for services performed and/or goods purchased under this Agreement. The quarterly reports include, but are not limited to, the following information:
  - 1. Date of each agency transaction
  - 2. User Agency name (department, agency, etc.)
  - 3. State or Local Agency
  - 4. Invoice number issued by the Contractor
  - 5. Corresponding User Agency user Agreement, Purchase Order or Contract number
  - 6. Plan or option purchases
  - 7. Add-on Content
  - 8. Excluded Charges
  - 9. Type of Service or Product purchased
  - 10. List Price, Contract Price, and total amount of invoice
  - 11. Local Agency Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

**14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. BUDGET CONTINGENCY CLAUSE:**

It is mutually agreed that if the budget act of the current fiscal year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability incurred by the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

### **2. INVOICES**

#### **A. Submission of Invoices**

The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's Subsidiary Agreement. The information is mandatory information to be provided for all invoices:

1. DGS MSA Contract Number
2. User Agency Purchase Order Number
3. User Agency Billing Code
4. User Agency Name
5. User Agency Address
6. Description of services ordered (specific services purchased, tier number, total number of Eligible Persons, etc.)
7. Appropriate pricing information, which shall not exceed rates listed in Exhibits F & G.

B. The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

### **3. PAYMENT**

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered and receipt of goods. The Contractor shall invoice User Agencies monthly in arrears.

### **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



**EXHIBIT C**

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: Except for a successor-in-interest, this Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses relating to persons or real property accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the negligent performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation whose person or real property may be injured or damaged by Contractor in the negligent performance of this Agreement.

6. DISPUTES: Except for State's intellectual property infringement or a Security Event as defined in Section 3 "Security" of the Contractor's "LexisNexis Master Terms and Conditions", Contractor shall continue with the responsibilities under this Agreement during any dispute and the State shall continue to pay for the services delivered.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs. tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement. The Contractor shall complete the work in the time specified in this contract.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and

(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- 1. Definitions:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) "Acceptance Tests" means those tests performed during the Performance period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
  - b) "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
  - c) "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
  - d) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - e) "Buyer" means the State's authorized contracting official.
  - f) "Commercial Hardware" means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - g) "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - h) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - i) "Custom Software" means Software that does not meet the definition of Commercial Software.
  - j) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - k) "Data Processing Subsystem" means a complement of Contractor furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor supplied power and/or signal

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- cables, e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- l) "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
  - m) "Deliverables" means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
  - n) "Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
  - o) "Documentation" means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
  - p) "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
  - q) "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
  - r) "Facility Readiness Date" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
  - s) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
  - t) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
  - u) "Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
  - v) "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
  - w) "Machine" means an individual unit of Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical,

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

- x) "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.
- bb) "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) "Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) "Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines (tape-to-disk routines, disk-to-print routines, etc.).

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- ii) "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

**2. CONTRACT FORMATION:**

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

- 3. COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.



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- 4. SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
- 5. INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
- 6. APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- 7. COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractors violation of this provision.
  - b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
  - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
  - e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any

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arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

**10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

**11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets; and
- f) All other attachments incorporated in the Contract by reference.

**12. PACKING AND SHIPMENT:**

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- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - i. show the number of the container and the total number of containers in the shipment; and
  - ii. the number of the container in which the packing sheet has been enclosed.
- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

**13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

**14. DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

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**15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

**16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a

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single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

**17. SAMPLES:**

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

**18. WARRANTY:**

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
  - i. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
  - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
  - iii. Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will

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pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
  - i. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
  - ii. should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

**21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not

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appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.

- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

**22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - i. Stop work as specified in the Notice of Termination.
  - ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - iii. Terminate all subcontracts to the extent they relate to the work terminated.
  - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will

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pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- i. The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
- ii. The total of:
  - A. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
  - B. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
  - C. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

**23. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i. Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
  - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii. Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:



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- i. completed Deliverables,
  - ii. partially completed Deliverables, and,
  - iii. subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

**24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform

**25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become

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the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

**26. LIMITATION OF LIABILITY:**

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the

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Contractor's liability for such damages arises out of sub- section b)(i), b)(ii), or b)(iv) above.

**27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

**28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in

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excess of charges made by the Contractor to its other customers for similar Documentation.

- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

**37. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- d) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

**38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof.
- b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of

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Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

**39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

**40. RIGHT TO COPY OR MODIFY:**

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

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**41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

**42. ENCRYPTION/CPU ID AUTHORIZATION CODES:**

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

**43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. patent or US registered copyright by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

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- ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - i. The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
  - ii. The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
  - iii. The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
  - iv. The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.



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- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner

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described in subsection a) above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

**45. STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii. The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

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- 46. EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours with advance written notice and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
    - i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
    - ii. will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
  - b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
    - i. development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
    - ii. development or design of test requirements;
    - iii. evaluation of test data;
    - iv. direction of or evaluation of another Contractor;
    - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
    - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
  - c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

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- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

**48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

**49. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**50. NONDISCRIMINATION CLAUSE:**

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written

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notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

**52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - i. the assignee has not been injured thereby, or
  - ii. the assignee declines to file a court action for the cause of action.

**53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

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- i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- i. will receive a copy of the company's drug-free policy statement; and,
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**55. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

**56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer

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material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

**57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

**59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

**62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

**63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)



## EXHIBIT E: INSURANCE REQUIREMENTS

### 1. Proof of Insurance

Contractor shall provide proof of insurance, in the form of a certificate to the State. Insurance companies must have an AM Best rating of no less than A- and an AM Best financial size category of no less than VII.

### 2. General Provisions Applying to All Policies

- I. **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate shall be sent to the State within (30) days following the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.
- II. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation or non-renewal that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, suspend or terminate this Contract upon thirty (30) days' notice from the occurrence of such event in which Contractor may remedy the lapsed insurance coverage in question, subject to the provisions of this Contract.
- III. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- IV. **Insurance Carrier Required Rating** – All insurance companies must carry an A.M. Best rating of at least A-VIII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- V. **Endorsements** – Any special requests such as additional insured status, waiver of subrogation, or other requirements must be included in the request for a certificate of insurance. Certificates shall be mailed or emailed directly to the State, unless other instructions are so provided, to the contact name at the fax number, e-mail, and/or address listed in the relevant request for certificate of insurance.
- VI. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor obligations under the Agreement.
- VII. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall require from subcontractors, and share copies of the provided, evidence of insurance to the State, applicable to the work being done.

### 3. Commercial General Liability

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability,

products, completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not to be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. This additional insured endorsement may be blanket or automatic and Contractor's insurance shall be primary and non-contributory.**

#### **4. Auto Liability**

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.** If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

#### **5. Workers' Compensation and Employer's Liability**

Workers' Compensation insurance as required by the State of California, if applicable, shall require (A) Workers' Compensation Limit: Statutory and (B) Employer's Liability: (1) Bodily Injury by Accident, for Each Accident: \$1,000,000 (2) Bodily Injury for Each Employee by Disease: \$1,000,000 and (C) Policy Limit for Bodily Injury by Disease: \$1,000,000.

**Exhibit F – LexisNexis, a division of RELX Inc. Deliverables and Pricing**

**Lexis Content and Solutions**

Pricing below is reflected as a monthly cost. Agencies are required to buy for the total number of professional users employed. A government professional user is defined as an attorney, judge, librarian, researcher, investigator or analyst employed by subscriber.

**Subscription Prices for Quantity of Professional Users (Price per Month, per User Agency)**

**Mandatory State & Federal Core Offerings – Must Choose One**

ID	Product Name	1	2	3	4	5	Each Add'l 6-9	10	Each Add'l 11-24	25	Each Add'l 26+
1011566	CA Enhanced w/Full Federal	\$138	\$222	\$249	\$277	\$305	\$28	\$443	\$28	\$858	\$28
1011511	National Primary Enhanced	\$244	\$390	\$439	\$488	\$537	\$49	\$781	\$49	\$1,512	\$49

**Optional Offerings – Can Be Added to Core Offerings by Agencies as Needed**

ID	Product Name	1	2	3	4	5	Each Add'l 6-9	10	Each Add'l 11-24	25	Each Add'l 26+
1012249	Federal Energy & Utilities Law Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010161	Federal Environment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012372	Premier Federal Environment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010165	Federal Immigration Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012373	Premier Federal Immigration Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010170	Federal Intellectual Property Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2

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1012374	Premier Federal Intellectual Property Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010172	Federal Labor & Employment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012375	Premier Federal Labor & Employment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1502507	National Defense Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010178	Federal Securities Agency, Admin, & SRO Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012377	Premier Federal Securities Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010182	Federal Tax Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012378	Premier Federal Tax Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1004801	Core Public Records with SmartLink Person, Business and Location Reports	\$246	\$370	\$492	\$578	\$640	\$62	\$947	\$40	\$1,555	\$17
1002300	Core Public Records	\$227	\$341	\$454	\$534	\$590	\$56	\$873	\$37	\$1,433	\$16
1002306	California Public Records plus National Person and Business Finder	\$166	\$249	\$332	\$391	\$432	\$42	\$640	\$28	\$1,050	\$12
1002302	Finder & Assets Public Records	\$138	\$208	\$277	\$326	\$360	\$35	\$534	\$23	\$875	\$10
1002326	California Statewide Public Records	\$112	\$168	\$224	\$263	\$291	\$28	\$430	\$18	\$707	\$7
1002301	Corporate Public Records	\$82	\$124	\$164	\$193	\$213	\$20	\$315	\$14	\$519	\$5
1010612	All Briefs, Pleadings & Motions	\$50	\$80	\$91	\$100	\$110	\$10	\$160	\$10	\$310	\$10
1010064	CA Briefs, Pleadings & Motions	\$27	\$43	\$48	\$53	\$59	\$5	\$85	\$5	\$165	\$5
1011675	All Jury Instructions	\$146	\$219	\$233	\$248	\$263	\$15	\$335	\$15	\$555	\$15
1011402	CA Jury Instructions	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3

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1011415	Employment Litigation Jury Instructions	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3
1010171	Federal Jury Instruction Filings	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3
1000351	Verdict Settlement Analyzer (VSA) with Verdicts & Settlements – National	\$111	\$173	\$207	\$242	\$276	\$22	\$387	\$22	\$719	\$22
1000354	Lexis Medical Navigator® - Research Medical Issues Bundle	\$416	\$583	\$750	\$916	\$1,083	\$166	\$1,916	\$42	\$2,540	\$42
1012392	Medical References - Premium Library	\$488	\$732	\$781	\$830	\$878	\$49	\$1,121	\$49	\$1,853	\$49
1011802	Scientific Publications	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1011842	Medical References	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3
1011482	Scientist Directories	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1502566	Courtroom Medicine Series	\$327	\$491	\$523	\$556	\$589	\$33	\$752	\$33	\$1,243	\$33
1011190	Attorney's Textbook of Medicine	\$126	\$189	\$201	\$214	\$226	\$13	\$289	\$13	\$477	\$13
1010609	Verdicts & Settlements – National	\$69	\$111	\$125	\$138	\$152	\$14	\$222	\$14	\$429	\$14
1010070	CA Verdicts & Settlements	\$36	\$58	\$65	\$72	\$80	\$7	\$116	\$7	\$225	\$7
1010857	All Law Reviews	\$26	\$38	\$40	\$44	\$46	\$2	\$59	\$2	\$97	\$2
1010475	Specialized Law Reviews	\$18	\$28	\$29	\$31	\$33	\$2	\$42	\$2	\$69	\$2
1010107	Core Law Reviews	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1010610	News	\$34	\$54	\$62	\$68	\$75	\$6	\$109	\$6	\$211	\$6
1011823	Legal News	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3
1010020	ALM News, Magazines, Newsletters & Blogs	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1011988	50 State Surveys, Legislation & Regulations	\$34	\$54	\$62	\$68	\$75	\$6	\$109	\$6	\$211	\$6
1011682	Mealey's News Premium Content	\$1,192	\$1,788	\$1,906	\$2,026	\$2,145	\$119	\$2,741	\$119	\$4,528	\$119
1011684	All Mealey's Torts & Insurance Reports	\$1,159	\$1,738	\$1,854	\$1,970	\$2,085	\$116	\$2,665	\$116	\$4,403	\$116
1011683	All Mealey's Torts Reports	\$810	\$1,216	\$1,297	\$1,378	\$1,459	\$81	\$1,864	\$81	\$3,080	\$81

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1517599	Mealey's Franchise Law Report	\$34	\$51	\$54	\$58	\$62	\$3	\$79	\$3	\$130	\$3
1011835	Mealey's Insurance Reports	\$727	\$1,092	\$1,164	\$1,236	\$1,309	\$72	\$1,673	\$72	\$2,764	\$72
1011841	Mealey's Toxic Tort and Environmental Reports	\$561	\$842	\$898	\$954	\$1,011	\$56	\$1,291	\$56	\$2,133	\$56
1011838	Mealey's Litigation Procedure Reports	\$263	\$395	\$421	\$447	\$474	\$27	\$605	\$27	\$1,000	\$27
1011836	Mealey's Intellectual Property Reports	\$255	\$382	\$407	\$432	\$458	\$26	\$586	\$26	\$967	\$26
1011831	Mealey's Asbestos Reports	\$217	\$326	\$347	\$370	\$391	\$21	\$499	\$21	\$825	\$21
1011839	Mealey's Personal Injury and Product Liability Reports	\$166	\$249	\$266	\$282	\$299	\$17	\$382	\$17	\$632	\$17
1011837	Mealey's Labor and Employment Reports	\$96	\$144	\$153	\$163	\$173	\$10	\$220	\$10	\$364	\$10
1011834	Mealey's Health Law Reports	\$94	\$141	\$150	\$160	\$168	\$10	\$215	\$10	\$356	\$10
1012260	All Matthew Bender Library - National	\$1,226	\$1,839	\$1,962	\$2,084	\$2,207	\$122	\$2,819	\$122	\$4,658	\$122
1011995	All Matthew Bender Library - 50 States	\$792	\$1,189	\$1,267	\$1,347	\$1,426	\$79	\$1,822	\$79	\$3,011	\$79
1011526	Forms and Agreements Premium Library	\$404	\$606	\$645	\$686	\$726	\$40	\$929	\$40	\$1,534	\$40
1011512	All ALM Treatises Library	\$349	\$524	\$559	\$594	\$628	\$35	\$803	\$35	\$1,327	\$35
1011667	All CLE Treatises Library	\$184	\$277	\$295	\$313	\$331	\$18	\$424	\$18	\$700	\$18
1010858	All Emerging Issues Analysis	\$134	\$201	\$215	\$228	\$242	\$14	\$309	\$14	\$510	\$14
1011525	Forms and Agreements Essentials Library	\$120	\$181	\$193	\$204	\$216	\$12	\$277	\$12	\$457	\$12
1011532	Products Liability & Torts Premium Library	\$560	\$840	\$897	\$952	\$1,009	\$56	\$1,289	\$56	\$2,129	\$56
1011538	Torts Library	\$540	\$810	\$864	\$918	\$972	\$54	\$1,242	\$54	\$2,052	\$54
1011971	Personal Injury Library	\$528	\$792	\$846	\$898	\$951	\$53	\$1,215	\$53	\$2,008	\$53
1010622	Intellectual Property Library	\$524	\$786	\$838	\$890	\$944	\$52	\$1,206	\$52	\$1,992	\$52

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1011349	International Law Library	\$508	\$763	\$813	\$864	\$915	\$51	\$1,168	\$51	\$1,931	\$51
1011536	Tax Law Library	\$384	\$577	\$616	\$654	\$692	\$38	\$884	\$38	\$1,461	\$38
1010657	Federal Deluxe Library	\$380	\$571	\$608	\$646	\$685	\$38	\$874	\$38	\$1,445	\$38
1010655	Federal Procedure & Practice Library	\$357	\$536	\$571	\$607	\$642	\$35	\$821	\$36	\$1,356	\$35
1011523	Energy & Utilities Library	\$357	\$536	\$571	\$607	\$642	\$35	\$821	\$36	\$1,356	\$35
1010643	Bankruptcy Library	\$343	\$514	\$548	\$583	\$618	\$34	\$789	\$34	\$1,304	\$34
1010635	Real Estate Premium Library	\$321	\$481	\$513	\$545	\$577	\$32	\$737	\$32	\$1,218	\$32
1010620	Labor & Employment Law Library	\$309	\$463	\$494	\$525	\$556	\$31	\$710	\$31	\$1,174	\$31
1011533	Securities Law Library	\$298	\$447	\$477	\$507	\$537	\$30	\$686	\$30	\$1,133	\$30
1010642	Commercial Bankruptcy Library	\$294	\$441	\$471	\$499	\$529	\$30	\$676	\$30	\$1,117	\$30
1011518	Antitrust & Trade Library	\$294	\$441	\$471	\$499	\$529	\$30	\$676	\$30	\$1,117	\$30
1011519	Business & Corporate Law Library	\$294	\$441	\$471	\$499	\$529	\$30	\$676	\$30	\$1,117	\$30
1011513	Corporate Legal General Practice Library	\$286	\$430	\$458	\$487	\$515	\$29	\$659	\$29	\$1,088	\$29
1010626	Criminal Law Library	\$283	\$425	\$454	\$481	\$510	\$29	\$652	\$29	\$1,077	\$29
1010640	Consumer Bankruptcy Library	\$281	\$422	\$449	\$478	\$506	\$28	\$646	\$28	\$1,068	\$28
1010636	Real Estate Enhanced Library	\$273	\$409	\$437	\$463	\$491	\$28	\$627	\$28	\$1,036	\$28
1010619	Banking Library	\$271	\$406	\$432	\$460	\$487	\$27	\$622	\$27	\$1,028	\$27
1010624	Patent Litigation Library	\$267	\$402	\$428	\$455	\$481	\$27	\$615	\$27	\$1,016	\$27
1010862	Estate Planning and Elder Law Library	\$249	\$374	\$398	\$424	\$448	\$24	\$573	\$24	\$947	\$24
1011530	Mergers & Acquisitions Law Library	\$246	\$370	\$394	\$419	\$443	\$24	\$566	\$24	\$935	\$24
1010617	Commercial Law Library	\$230	\$345	\$368	\$391	\$414	\$23	\$529	\$23	\$874	\$23
1011531	Products Liability Library	\$220	\$331	\$353	\$375	\$397	\$22	\$507	\$22	\$838	\$22
1010628	Family Law Library	\$197	\$296	\$315	\$335	\$355	\$19	\$454	\$20	\$749	\$19
1011529	Insurance Law Library	\$182	\$274	\$292	\$310	\$328	\$18	\$419	\$18	\$692	\$18
1010656	Federal Evidence Library	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1011528	Immigration Law Library	\$141	\$211	\$225	\$239	\$253	\$14	\$324	\$14	\$535	\$14

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1010623	Trademark Law Library	\$120	\$181	\$193	\$204	\$216	\$12	\$277	\$12	\$457	\$12
1010621	Employment Litigation Library	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1517244	Corporate Technology Planning Analytical	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1011872	US Supreme Court Cases, Comments and Annotations	\$58	\$86	\$92	\$98	\$103	\$5	\$132	\$5	\$218	\$5
1011387	American Law Institute Restatements	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1011962	Municipal Litigation Reporter	\$18	\$28	\$29	\$31	\$33	\$2	\$42	\$2	\$69	\$2
1011363	ALI-ABA Course of Study Materials	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1011814	Dictionaries	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1010021	American Bar Association Analytical	\$12	\$18	\$19	\$20	\$21	\$1	\$27	\$1	\$45	\$1
1511610	Federal and State Court Orders	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011456	Newsgathering and the Law	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012028	LexisNexis IP Law & Strategy Series	\$281	\$422	\$449	\$478	\$506	\$28	\$646	\$28	\$1,068	\$28
1011220	Energy and Utilities Law Analytical	\$272	\$408	\$435	\$462	\$489	\$27	\$625	\$28	\$1,032	\$27
1010456	International Tax Law Analytical	\$243	\$364	\$389	\$413	\$437	\$24	\$558	\$24	\$922	\$24
1010099	Collier on Bankruptcy	\$196	\$294	\$313	\$333	\$353	\$19	\$450	\$19	\$744	\$19
1010336	Moore's Federal Practice - Civil	\$196	\$294	\$313	\$333	\$353	\$19	\$450	\$19	\$744	\$19
1512260	Royalty Rates for IP Licensing	\$193	\$290	\$309	\$328	\$347	\$19	\$443	\$19	\$733	\$19
1010051	Bender's Federal Practice Forms	\$175	\$262	\$279	\$297	\$314	\$17	\$402	\$17	\$663	\$17
1010442	Personal Injury: Actions, Defenses, Damages	\$167	\$251	\$267	\$284	\$301	\$17	\$384	\$17	\$636	\$17
1510077	Getting the Deal Through: Banking	\$165	\$248	\$264	\$281	\$297	\$17	\$380	\$17	\$627	\$16
1510074	Getting the Deal Through: Business & Corporate	\$165	\$248	\$264	\$281	\$297	\$17	\$380	\$17	\$627	\$16
1010057	Benedict on Admiralty	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1010087	Chisum on Patents	\$153	\$230	\$245	\$261	\$276	\$15	\$353	\$15	\$583	\$15
1011421	Federal Securities Analytical	\$149	\$224	\$239	\$253	\$268	\$15	\$343	\$15	\$567	\$15

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1010391	Nichols on Eminent Domain	\$149	\$224	\$239	\$253	\$268	\$15	\$343	\$15	\$567	\$15
1010449	Frumer & Friedman, Products Liability	\$146	\$219	\$233	\$248	\$263	\$15	\$335	\$15	\$555	\$15
1010061	Business Organizations with Tax Planning	\$145	\$217	\$232	\$246	\$261	\$15	\$333	\$15	\$551	\$15
1010033	Antitrust Laws and Trade Regulation Analytical	\$144	\$216	\$230	\$245	\$259	\$15	\$331	\$15	\$546	\$14
1010450	Purchase and Sale of Real Property Analytical	\$142	\$213	\$227	\$241	\$255	\$14	\$326	\$14	\$538	\$14
1011361	Agricultural Law	\$133	\$200	\$213	\$227	\$240	\$14	\$307	\$14	\$506	\$13
1510076	Getting the Deal Through: Antitrust	\$132	\$198	\$211	\$225	\$237	\$13	\$304	\$13	\$502	\$13
1010271	Larson's Workers' Compensation Law	\$129	\$194	\$207	\$219	\$232	\$13	\$296	\$13	\$490	\$13
1011825	Lexis Tax Advisor- Federal Topical	\$127	\$191	\$202	\$215	\$228	\$13	\$292	\$13	\$481	\$13
1010004	Zoning and Land Use Controls Analytical	\$127	\$191	\$202	\$215	\$228	\$13	\$292	\$13	\$481	\$13
1010443	Powell on Real Property	\$117	\$176	\$187	\$199	\$211	\$12	\$269	\$12	\$445	\$12
1010533	Weinstein's Federal Evidence	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1011470	Patent Office Rules and Practice	\$114	\$171	\$182	\$194	\$206	\$12	\$262	\$12	\$433	\$12
1010500	UCC Reporter - Digest	\$114	\$171	\$182	\$194	\$206	\$12	\$262	\$12	\$433	\$12
1011397	Business Crime Analytical	\$113	\$169	\$181	\$192	\$203	\$12	\$260	\$12	\$429	\$12
1010164	Federal Criminal Practice and Procedure Analytical	\$112	\$168	\$179	\$191	\$201	\$12	\$258	\$12	\$425	\$11
1010111	Criminal Defense Techniques	\$111	\$166	\$177	\$189	\$199	\$11	\$255	\$11	\$421	\$11
1010453	Real Estate Financing Analytical	\$109	\$163	\$174	\$184	\$196	\$11	\$250	\$11	\$413	\$11
1010054	Bender's Forms of Discovery Interrogatories	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1010130	Debtor-Creditor Law	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1011485	Tax Practice Insights	\$104	\$157	\$167	\$178	\$187	\$11	\$240	\$11	\$396	\$11

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1011472	Proving Medical Diagnosis & Prognosis	\$100	\$150	\$160	\$170	\$180	\$10	\$230	\$10	\$380	\$10
1010104	Construction Law	\$99	\$149	\$159	\$168	\$178	\$10	\$228	\$10	\$376	\$10
1010212	Government Contracts: Law, Administration and Procedures	\$94	\$141	\$150	\$160	\$168	\$10	\$215	\$10	\$356	\$10
1010451	Rabkin & Johnson Current Legal Forms with Tax Analysis	\$92	\$137	\$147	\$155	\$165	\$10	\$211	\$10	\$348	\$10
1010095	Collier Bankruptcy Practice Guide	\$91	\$136	\$145	\$154	\$163	\$9	\$209	\$10	\$344	\$9
1010098	Collier Commercial Bankruptcy Analytical	\$91	\$136	\$145	\$154	\$163	\$9	\$209	\$10	\$344	\$9
1010007	Administrative Law	\$87	\$131	\$140	\$148	\$158	\$9	\$201	\$9	\$332	\$9
1011313	Professional Corporations & Associations	\$86	\$130	\$138	\$147	\$155	\$9	\$198	\$9	\$328	\$9
1010270	Larson's Employment Discrimination Analytical	\$85	\$128	\$136	\$145	\$153	\$9	\$196	\$9	\$324	\$9
1011812	Courtroom Toxicology	\$85	\$128	\$136	\$145	\$153	\$9	\$196	\$9	\$324	\$9
1010103	Condominium Law and Practice: Forms	\$83	\$125	\$133	\$142	\$149	\$9	\$191	\$9	\$315	\$9
1510075	Getting the Deal Through: Transportation	\$82	\$124	\$131	\$140	\$148	\$9	\$189	\$9	\$312	\$9
1010392	Nimmer on Copyright	\$78	\$117	\$125	\$132	\$140	\$7	\$179	\$7	\$295	\$7
1011230	Forms & Procedures Under the UCC	\$75	\$112	\$119	\$127	\$134	\$7	\$171	\$7	\$283	\$7
1010060	Business Law Monographs	\$75	\$112	\$119	\$127	\$134	\$7	\$171	\$7	\$283	\$7
1010049	Bankruptcy Law Emerging Issues	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1010108	Corporate Acquisitions and Mergers	\$68	\$102	\$109	\$116	\$122	\$6	\$157	\$6	\$259	\$6
1010323	Milgrim on Trade Secrets	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1510085	Getting the Deal Through: Energy	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1010005	Kuntz, Law of Oil and Gas	\$65	\$98	\$104	\$111	\$117	\$6	\$149	\$6	\$247	\$6
1011824	Lexis Internal Revenue Code Explanations	\$63	\$95	\$100	\$107	\$113	\$6	\$145	\$6	\$239	\$6

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1502293	Veterans Analytical	\$63	\$95	\$126	\$158	\$189	\$32	\$346	\$31	\$817	\$32
1011426	Franchising	\$62	\$93	\$99	\$105	\$111	\$6	\$142	\$6	\$234	\$6
1010209	Gilson on Trademarks	\$60	\$89	\$96	\$101	\$108	\$6	\$137	\$6	\$227	\$6
1010364	UCC Article 9 Analytical	\$60	\$89	\$96	\$101	\$108	\$6	\$137	\$6	\$227	\$6
1011207	Comparative Negligence Law Analytical	\$60	\$89	\$96	\$101	\$108	\$6	\$137	\$6	\$227	\$6
1010186	Federal Trial and Evidence Analytical	\$59	\$88	\$94	\$100	\$105	\$5	\$135	\$6	\$223	\$5
1011320	Smit & Herzog on the Law of the European Union	\$59	\$88	\$94	\$100	\$105	\$5	\$135	\$6	\$223	\$5
1010150	Family Law - Marital Property Analytical	\$59	\$88	\$94	\$100	\$105	\$5	\$135	\$6	\$223	\$5
1010173	Federal Litigation Guide	\$58	\$86	\$92	\$98	\$103	\$5	\$132	\$5	\$218	\$5
1010337	Moore's Federal Practice - Criminal	\$56	\$85	\$91	\$96	\$101	\$5	\$130	\$5	\$214	\$5
1010527	Warren's Forms of Agreements	\$55	\$83	\$88	\$94	\$100	\$5	\$128	\$5	\$211	\$5
1011206	Commercial Finance Analytical	\$53	\$80	\$85	\$91	\$96	\$5	\$122	\$5	\$202	\$5
1010448	Premises Liability Law and Practice Analytical	\$53	\$80	\$85	\$91	\$96	\$5	\$122	\$5	\$202	\$5
1011453	Military Criminal Justice Analytical	\$49	\$73	\$79	\$83	\$88	\$5	\$113	\$5	\$186	\$5
1010096	Collier Consumer Bankruptcy Analytical	\$47	\$70	\$75	\$80	\$84	\$4	\$108	\$4	\$178	\$4
1011343	World Trademark Law and Practice	\$46	\$69	\$73	\$78	\$82	\$4	\$105	\$4	\$174	\$4
1011416	Energy Law and Transactions	\$46	\$69	\$73	\$78	\$82	\$4	\$105	\$4	\$174	\$4
1010279	Litigation Practice & Procedure Emerging Issues	\$44	\$66	\$70	\$75	\$79	\$4	\$100	\$4	\$166	\$4
1011321	Social Security Analytical	\$43	\$64	\$68	\$72	\$77	\$4	\$98	\$4	\$162	\$4
1511836	Accounting Emerging Issues	\$39	\$60	\$63	\$67	\$71	\$4	\$91	\$4	\$150	\$4
1011422	FIS Regulatory Advisory Services Manual Analytical	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3

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1011259	Larson's Workers' Compensation, Desk Edition	\$35	\$53	\$56	\$60	\$63	\$3	\$81	\$3	\$133	\$3
1011383	ALM Reorganizations Under Chapter 11 of the Bankruptcy Code	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1010540	Williams and Meyers, Oil and Gas Law	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1010177	Federal Rules of Evidence Manual	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010436	Patent Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010492	Trademark Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010105	Copyright Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010241	Immigration Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010477	Tax Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010249	International Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010046	Banking and Financial Services Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010059	Business & Corporate Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010101	Commercial Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010113	Criminal Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010143	Estates, Gifts & Trusts Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010151	Family Law Emerging Issues only	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1011430	Health Care Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010247	Insurance Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010541	Workers' Compensation Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010267	Labor & Employment Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010452	Real Estate Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010106	Corbin on Contracts	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3

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1011340	Waters and Water Rights	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3
1010094	Collier Bankruptcy Case Update	\$27	\$40	\$43	\$46	\$48	\$2	\$62	\$3	\$101	\$2
1010163	Federal Evidence Practice Guide	\$27	\$40	\$43	\$46	\$48	\$2	\$62	\$3	\$101	\$2
1011231	Forms of Agreement Desk Editions Analytical	\$27	\$40	\$43	\$46	\$48	\$2	\$62	\$3	\$101	\$2
1011223	European Competition Laws	\$21	\$32	\$34	\$36	\$38	\$2	\$49	\$2	\$81	\$2
1011445	Lawyers' Medical Cyclopedia	\$20	\$31	\$32	\$34	\$36	\$2	\$47	\$2	\$77	\$2
1011388	American Law of Mining	\$19	\$29	\$31	\$33	\$34	\$2	\$44	\$2	\$72	\$2
1011246	International Pharmaceutical Law and Practice	\$17	\$26	\$28	\$29	\$31	\$2	\$39	\$2	\$65	\$2
1011203	Collier Real Estate Transactions & the Bankruptcy Code	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1011483	Sports Law Practice	\$14	\$21	\$22	\$23	\$24	\$1	\$32	\$1	\$52	\$1
1011481	Scientific Evidence	\$13	\$19	\$20	\$21	\$23	\$1	\$30	\$1	\$49	\$1
1010532	Weinstein's Evidence Manual	\$12	\$18	\$19	\$20	\$21	\$1	\$27	\$1	\$45	\$1
1516768	Renewable Energy Analytical	\$12	\$18	\$19	\$20	\$21	\$1	\$27	\$1	\$45	\$1
1012255	Bender's Immigration Litigation Forms	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1502583	The TILA-RESPA Disclosure Integration Manual	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010100	Collier Pamphlet Edition	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012067	United States International Insolvency Law	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010187	Felix S. Cohen's Handbook of Federal Indian Law	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1517563	Bankruptcy & Insolvency Taxation	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012387	Bank Law & Regulatory Report	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011391	Arkfeld's Electronic Discovery and Evidence Analytical	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011418	Evidentiary Foundations	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1

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1011438	Judicial Conduct and Ethics	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011491	The Law of Commercial Trucking	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012041	Murray on Contracts	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010311	Medical Malpractice Analytical	\$176	\$264	\$281	\$299	\$316	\$17	\$405	\$18	\$668	\$17
1508871	XperTHR Analytical	\$165	\$248	\$264	\$281	\$297	\$17	\$380	\$17	\$627	\$16
1511789	Hydraulic Fracturing Analytical	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010630	CA Practice Library	\$330	\$495	\$528	\$561	\$594	\$33	\$759	\$33	\$1,255	\$33
1511857	CA Ultimate Practice Guide & Treatise Library	\$148	\$223	\$236	\$251	\$266	\$15	\$341	\$15	\$562	\$15
1010631	CA Civil Litigation Library	\$263	\$395	\$421	\$447	\$474	\$27	\$605	\$27	\$1,000	\$27
1010293	CA Matthew Bender Practice Guides Analytical	\$65	\$98	\$104	\$111	\$117	\$6	\$149	\$6	\$247	\$6
1011688	ALM Judicial Profiles	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010076	CA Forms of Pleading and Practice- Annotated	\$134	\$201	\$215	\$228	\$242	\$14	\$309	\$14	\$510	\$14
1010081	CA Real Estate Analytical	\$128	\$192	\$204	\$217	\$230	\$13	\$294	\$13	\$486	\$13
1010073	CA Labor & Employment Analytical	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1010078	CA Legal Forms: Transaction Guide	\$110	\$165	\$176	\$186	\$197	\$11	\$252	\$11	\$416	\$11
1010079	CA Points and Authorities	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1010074	CA Family Law Analytical	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1010082	CA Personal Injury Analytical	\$85	\$128	\$136	\$145	\$153	\$9	\$196	\$9	\$324	\$9
1010077	CA Insurance Law Analytical	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1010217	CA Worker's Compensation Analytical	\$55	\$83	\$88	\$94	\$100	\$5	\$128	\$5	\$211	\$5
1011265	Marsh & Volk Practice Under the CA Securities Laws	\$38	\$58	\$62	\$65	\$69	\$4	\$88	\$4	\$146	\$4
1518925	James Publishing California Analytical	\$30	\$45	\$48	\$51	\$53	\$3	\$68	\$3	\$113	\$3
1011400	CA Intellectual Property Handbook	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1

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1522319	Law360 Tax Authority / MLex US Tax Watch	\$93	\$151	\$200	\$244	\$284	\$40	\$487	\$26	\$870	\$21
1522431	Ravel Case Reporter PDFs	\$26	\$40	\$46	\$51	\$55	\$4	\$77	\$3	\$125	\$2
1520564	The Wagstaffe Group Practice Guide: Federal Civil Procedure Before Trial	\$97	\$121	\$127	\$131	\$136	\$5	\$160	\$4	\$225	\$3
1011666	All Matthew Bender Library	\$1,564	\$1,955	\$2,033	\$2,112	\$2,190	\$78	\$2,580	\$78	\$3,754	\$53
1522978	Practical Guidance – All Practice Areas	\$681	\$1,191	\$1,701	\$2,212	\$2,722	\$510	\$5,274	\$68	\$6,295	\$68
1531529	Practical Guidance - Business & Commercial Bundle	\$309	\$437	\$564	\$692	\$820	\$128	\$1,459	\$30	\$1,906	\$30
1000768	Practical Guidance - Real Estate	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000773	Practical Guidance - Labor and Employment/Employee Benefits and Executive Compensation	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1524244	Practical Guidance - Trusts & Estates	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1522381	Practical Guidance – Civil Litigation	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000769	Practical Guidance - Intellectual Property & Technology/Data Security & Privacy	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1523615	Practical Guidance - Corporate and M&A	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1524246	Practical Guidance - Insurance	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1526113	Practical Guidance - Energy & Utilities	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000357	Practical Guidance - Bankruptcy	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000359	Practical Guidance - Capital Markets & Corporate Governance	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1523399	Practical Guidance - Private Equity & Investment Management	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17

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1524628	Practical Guidance - Finance	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1523701	Practical Guidance - Tax with Law 360	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1528598	Practical Guidance - Life Sciences	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1534660	Lexis+™ Practical Guidance - State & Local Government	\$150	\$241	\$331	\$422	\$511	\$37	\$700	\$22	\$1,038	\$14
1534508	Education Law Analytical	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3
1534457	Federal Antitrust Law Analytical	\$97	\$146	\$155	\$165	\$175	\$10	\$223	\$10	\$368	\$10
1534485	Patent Litigation Analytical	\$47	\$70	\$75	\$80	\$84	\$4	\$108	\$4	\$178	\$4
1534545	Labor and Employment Law Analytical	\$151	\$227	\$242	\$257	\$273	\$15	\$348	\$15	\$575	\$15
1534553	Criminal Practice and Procedure Analytical	\$145	\$217	\$232	\$246	\$261	\$15	\$333	\$15	\$551	\$15
1534464	Corporate Law Analytical	\$136	\$204	\$218	\$232	\$245	\$14	\$313	\$14	\$518	\$14
1534542	Civil Procedure Analytical	\$292	\$364	\$379	\$393	\$408	\$44	\$480	\$17	\$700	\$17
1534465	Family Law Analytical	\$129	\$194	\$207	\$219	\$232	\$13	\$296	\$13	\$490	\$13
1534549	National Banking Law Analytical	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1534493	Mergers & Acquisitions Law Analytical	\$170	\$213	\$220	\$229	\$237	\$23	\$280	\$5	\$408	\$5
1534455	Intellectual Property Analytical	\$273	\$340	\$354	\$367	\$381	\$40	\$449	\$16	\$653	\$16
1534462	Health Care Law and Practice Analytical	\$113	\$169	\$181	\$192	\$203	\$12	\$260	\$12	\$429	\$12
1534552	Computer & Internet Law Analytical	\$212	\$264	\$275	\$285	\$296	\$31	\$349	\$10	\$508	\$10
1534507	Accounting Analytical	\$121	\$152	\$158	\$164	\$170	\$16	\$200	\$1	\$292	\$1
1534456	New Appleman Premium Analytical	\$138	\$174	\$180	\$187	\$194	\$18	\$229	\$2	\$332	\$2
1534460	Products Liability Analytical	\$92	\$114	\$118	\$122	\$128	\$11	\$150	\$1	\$218	\$1
1534528	Immigration Law Analytical	\$116	\$146	\$151	\$157	\$163	\$15	\$192	\$1	\$279	\$1
1534547	Investment Funds Analytical	\$273	\$340	\$354	\$367	\$381	\$40	\$449	\$16	\$653	\$16
1534546	Torts Analytical	\$310	\$387	\$403	\$417	\$433	\$47	\$511	\$19	\$743	\$19

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1534550	Real Property Law Analytical	\$67	\$101	\$108	\$114	\$120	\$6	\$154	\$6	\$255	\$6
1534594	Estate Planning Analytical	\$63	\$95	\$100	\$107	\$113	\$6	\$145	\$6	\$239	\$6
1534548	Commercial Law Analytical	\$230	\$345	\$368	\$391	\$414	\$23	\$529	\$23	\$874	\$23
1534544	Insurance Law Analytical	\$182	\$274	\$292	\$310	\$328	\$18	\$419	\$18	\$692	\$18
1534461	Elder Law Analytical	\$39	\$60	\$63	\$67	\$71	\$4	\$91	\$4	\$150	\$4
1534466	Copyright Law Analytical	\$31	\$38	\$39	\$40	\$43	\$1	\$50	\$1	\$72	\$1
1534458	Environmental Law Analytical	\$134	\$201	\$215	\$228	\$242	\$14	\$309	\$14	\$510	\$14
1534463	Governments Analytical	\$72	\$92	\$95	\$98	\$102	\$7	\$120	\$1	\$175	\$1
1534551	Federal Tax Practice and Procedure Analytical	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1534504	Civil Rights Analytical	\$60	\$75	\$78	\$81	\$83	\$5	\$98	\$1	\$144	\$1
1534543	Tax Law Analytical	\$151	\$189	\$196	\$203	\$211	\$20	\$249	\$4	\$362	\$4
1534495	Tax-Exempt Organizations Analytical	\$60	\$75	\$78	\$81	\$83	\$5	\$98	\$1	\$144	\$1
1534467	Communications Analytical	\$49	\$61	\$63	\$66	\$68	\$4	\$80	\$1	\$116	\$1
1534488	Trademark and Unfair Competition Analytical	\$12	\$15	\$16	\$16	\$17	\$1	\$20	\$1	\$29	\$1
1512957	Legislative Outlook Gauge with Link Detail View	\$60	\$75	\$78	\$81	\$83	\$5	\$98	\$1	\$144	\$1
1509667	All Legislative Bill Histories	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1011966	City and County Attorney Premium Library	\$333	\$501	\$534	\$567	\$600	\$33	\$0	\$767	\$33	\$0
1011969	Prosecutor Premium Library	\$274	\$411	\$438	\$465	\$493	\$28	\$0	\$629	\$28	\$0
1534945	Public Defender Premium Library	\$218	\$328	\$350	\$372	\$393	\$22	\$503	\$22	\$830	\$22
1511803	CA Trial Court Orders	\$20	\$32	\$36	\$40	\$45	\$4	\$65	\$4	\$126	\$4
1512258	Trial Court Orders - National	\$75	\$119	\$134	\$149	\$164	\$15	\$239	\$15	\$462	\$15
1534492	CA Criminal Practice Analytical	\$135	\$203	\$216	\$230	\$244	\$14	\$311	\$14	\$514	\$14
1534513	CA Business & Corporate Law Analytical	\$133	\$200	\$213	\$227	\$240	\$14	\$307	\$14	\$506	\$13
1534459	CA Civil Practice Analytical	\$129	\$194	\$207	\$219	\$232	\$13	\$296	\$13	\$490	\$13

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1534511	CA Environmental & Energy Analytical	\$73	\$111	\$117	\$125	\$132	\$7	\$169	\$7	\$279	\$7
1537088	CA National Government Package	\$500	\$590	\$696	\$821	\$970	\$80	\$1,350	\$40	\$1,850	\$38
1537070	CA State Government Package	\$425	\$502	\$592	\$698	\$825	\$68	\$1,148	\$34	\$1,573	\$32
1519127	Analytical Materials Library	\$746	\$1,065	\$1,183	\$1,278	\$1,385	\$53	\$1,651	\$48	\$2,769	\$48
1527690	Context Litigation Analytics for SLG	\$324	\$518	\$583	\$648	\$712	\$101	\$1,218	\$59	\$1,804	\$37
<del>1525173</del> *1529045*	Everything CourtLink	\$100	\$200	\$300	\$400	\$500	\$63	\$815	\$42	\$1,445	\$40
1000761	Lexis® for Microsoft Office with Document Tools	\$39	\$66	\$96	\$124	\$149	\$27	\$256	\$21	\$485	\$19
1540558	CA Automated Wills & Trusts Automated Templates	\$170	\$187	\$204	\$221	\$238	\$17	\$323	\$17	\$561	\$16
1540559	CA Automated Judicial Council Automated Templates	\$76	\$84	\$91	\$99	\$106	\$7	\$141	\$7	\$239	\$6
1540560	CA Automated Criminal Jury Instructions- CALCRIM (via Download Center)	\$49	\$54	\$59	\$64	\$69	\$5	\$94	\$5	\$164	\$4
1540561	CA Automated Civil Jury Instructions- CACI (via Download Center)	\$47	\$52	\$56	\$61	\$66	\$5	\$91	\$5	\$161	\$4
1540562	Southern CA Automated County Forms (via Download Center)	\$35	\$39	\$42	\$46	\$49	\$3	\$64	\$3	\$106	\$2
1540563	Northern CA Automated County Forms (via Download Center)	\$35	\$39	\$42	\$46	\$49	\$3	\$64	\$3	\$106	\$2
1540564	CA Automated Workers Compensation Forms (via Download Center)	\$56	\$62	\$67	\$73	\$78	\$5	\$103	\$5	\$173	\$4
*1000690	Inter-Document Linking	\$44	\$83	\$122	\$162	\$201	\$39	\$397	\$33	\$900	\$31
1011199	CA Legislative Bill History	\$15	\$23	\$27	\$30	\$33	\$3	\$48	\$3	\$93	\$3
1011225	Federal Legislative Bill History	\$15	\$23	\$27	\$30	\$33	\$3	\$48	\$3	\$93	\$3

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1012379	All Premier Federal Agency & Admin Materials	\$36	\$58	\$65	\$72	\$80	\$7	\$116	\$7	\$225	\$7
1011964	All Federal Agency & Admin Materials	\$20	\$32	\$36	\$40	\$45	\$4	\$65	\$4	\$126	\$4
1012376	Premier Federal Misc. Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010175	Federal Core Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010155	Federal Banking Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012370	Premier Federal Banking Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012371	Premier Federal Energy & Utilities Law Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1000355	MedMal Navigator – Medical Litigator (Only available in select states)	\$596	\$835	\$1,074	\$1,312	\$1,551	\$239	\$2,743	\$60	\$3,638	\$60
1010611	News with Factiva	\$68	\$109	\$122	\$136	\$150	\$14	\$218	\$14	\$423	\$14
1011832	Mealey's Banking and Financial Reports	\$82	\$124	\$131	\$140	\$148	\$9	\$189	\$9	\$312	\$9
1011833	Mealey's Bankruptcy Reports	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1502506	Mealey's Fracking Report	\$56	\$85	\$91	\$96	\$101	\$5	\$130	\$5	\$214	\$5
1011830	Mealey's Antitrust and Unfair Competition Reports	\$49	\$73	\$79	\$83	\$88	\$5	\$113	\$5	\$186	\$5
1011840	Mealey's Securities and D&O Liability Reports	\$48	\$72	\$77	\$82	\$86	\$4	\$111	\$5	\$182	\$4
1504009	Mealey's Affordable Care Act Report	\$35	\$53	\$56	\$60	\$63	\$3	\$81	\$3	\$133	\$3
1510092	Mealey's Water Rights Report	\$34	\$51	\$54	\$58	\$62	\$3	\$79	\$3	\$130	\$3
1511870	Mealey's Native American Law Report	\$34	\$51	\$54	\$58	\$62	\$3	\$79	\$3	\$130	\$3

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1513358	Mealey's Data Privacy Report	\$32	\$48	\$51	\$54	\$58	\$3	\$73	\$3	\$121	\$3
1011674	All Directories	\$18	\$28	\$29	\$31	\$33	\$2	\$42	\$2	\$69	\$2
1011804	All Company & Financial	\$68	\$102	\$109	\$116	\$122	\$6	\$157	\$6	\$259	\$6
1011862	SEC Filings	\$17	\$26	\$28	\$29	\$31	\$2	\$39	\$2	\$65	\$2
1011516	All West Jurisprudences Library	\$229	\$344	\$366	\$390	\$412	\$22	\$527	\$23	\$870	\$22
1011970	ALR & AMJUR Library	\$173	\$259	\$276	\$293	\$311	\$17	\$397	\$17	\$656	\$17
1011517	All Witkin Library	\$50	\$76	\$80	\$85	\$91	\$5	\$115	\$5	\$191	\$5
1011386	American Jurisprudence	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1011389	American Law Reports (ALR)	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1011401	CA Jurisprudence	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1011505	Witkin & Epstein California Criminal Law	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1011954	All LexisNexis Forms	\$269	\$405	\$431	\$458	\$485	\$27	\$620	\$27	\$1,023	\$27
1011945	CA LexisNexis Forms	\$111	\$166	\$177	\$189	\$199	\$11	\$255	\$11	\$421	\$11
1011967	City Attorney Enhanced Library	\$194	\$291	\$310	\$329	\$349	\$19	\$446	\$19	\$737	\$19
1011968	City Attorney Basic Library	\$108	\$162	\$173	\$183	\$194	\$11	\$247	\$11	\$409	\$11*

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## Lexis for Microsoft Office

Dramatically reduce the time needed to draft, review and respond to legal documents with Lexis for Microsoft Office – Drafting Tools, voted best table of authority drafting software six years in a row. This powerful tool will allow users to easily link to relevant cases, documents and validation from within the software you use every day. Whether you are working with legal material in a Microsoft Word document or an Outlook email, Lexis for Microsoft Office gives you seamless access to flexible document tools and comprehensive legal resources – right from within your files.

Lexis for Microsoft Office allows you to:

- **Save** time and work more efficiently.
- **Find** relevant cases, briefs, motions and pleadings that support your argument.
- **Ensure** you're not missing a thing by quickly finding cited documents when you review and deconstruct the opposing counsel's briefs.
- **Gain** more confidence in the outcome of your work.
- **Achieve** maximum value from your research and Microsoft Office® investment.

The solution supports documents in Microsoft Word or Outlook only. However, PDFs can be converted to Word from within the solution. System technical requirements for this solution are available online at:

[http://lexisnexis.custhelp.com/app/answers/answer\\_view/a\\_id/1085198/~/system-requirements-for-lexis-for-microsoft-office](http://lexisnexis.custhelp.com/app/answers/answer_view/a_id/1085198/~/system-requirements-for-lexis-for-microsoft-office).

Lexis for Microsoft Office Product Functionality:

- **Check Quotes:** Verify all the quotes in the brief before submitting to the court.
- **Set Cite Format:** Format all the citations in the brief to comply with court citation style requirements. If a user has already checked the citation formats in the document, the user may select a new style manual format; Set Cite Format function reformats the citations to comply with the new style manual selected.
- **Shepardize citations:** Access *Shepard's* Citations Service from within the context of your document to determine the status of the cited authority. This tool highlights legal citations and corresponding *Shepard's* Signal™ indicators found in your document.
- **Check Cite Format:** Verify the citation format to ensure compliance with the style manual selected in Set Cite Format.
- **Insert Table of Authorities (TOA):** Insert TOA in the format required by the court.
- **Copy with Cite:** user can copy text and the citation for cases, statutes, and all content available on Lexis is instantly inserted.

## **Printed Legal Research Titles**

To browse a listing of available LexisNexis publications that are available in print along with list prices, please visit <https://store.lexisnexis.com/>.

### **Dual-Media Discount**

LexisNexis offers a dual media discount of up to 50% on new purchases/subscriptions if the agency also subscribes to the same titles on LexisNexis online services. This discount applies to new purchases only and not to renewals, updates or existing subscriptions.

### **Multi-Year Options**

LexisNexis has customer loyalty programs available that could offer significant savings to the User Agency over the long term. For example, our three-year customer price incentives would provide predictability, flexibility, and affordability and potentially save the User Agency a considerable amount over that period. Please contact your sales representative for details.

### **Volume Discounts**

Volume discounts may apply to purchases of multiple quantities of a publication. Please contact your sales representative for details.

### **Standard Discounting**

For other purchases of print publications not qualifying for discounts in any aforementioned scenarios, the User Agencies would receive a discount of 10% to 25% off depending upon the title. Please contact your sales representative for additional bulk or promotional discounts if applicable. Some exclusions may apply. This discounting applies to new purchases only and not to renewals, updates or existing subscriptions.

### **Transportation Charges**

Transportation charges are included in your print order/subscription. All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point, unless an expedited shipment is requested. Expedited shipments will be charged at then-current carrier rates.

## **Law360**

Law360 from LexisNexis is a legal industry standard for concise, journalistic legal news articles that readers need as quickly as possible. It's a subscription-based legal news service that averages about 200 breaking news articles each day across dozens of news sections. Coverage includes litigation, legislation and regulation, corporate transactions, judicial appointments, law firm partner moves, legal industry news and trends, and more. Users can customize their access and track specific issues or areas of interest.

This offer includes access to access to a Law360 "Platform" subscription. It includes:

- All news content across 60+ U.S. Sections
- Archive of nearly 440,000 articles dating back to 2003
- Customized email alerts

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- Email newsletters
- Business of Law articles
- Expert Analysis
- Rankings & Series
- Mobile app for iPhone and iPad
- Access to Law360 Briefcase, a research organization and sharing tool
- Over 2.1 million federal cases
- Cases and documents from the Trademark Trial and Appeal Board and the Patent Trial and Appeal Board.

Law360 has more than three dozen senior reporters dedicated to research and analysis on current events, legal industry trends and other major topics. We publish about 300 news analysis and feature articles per month on average. We've constantly honed our advanced newsgathering technology and put reporters on the ground in nearly two dozen cities across the U.S., so that when news breaks, you'll know about it.

One of the most popular aspects of our news content is Law360 Expert Analysis. These articles provide commentary from leading practitioners, in-house counsel, academics and legal consultants across a range of legal issues – and give attorneys a way to showcase their expertise to peers and potential clients.

Annual Prices			
# of Users	Section	Enterprise	Platform
up to 5	\$ 4,100.00	\$10,299.00	\$13,776.00
6-10	\$ 4,931.00	\$13,259.00	\$17,642.00
11-15	\$ 5,740.00	\$16,353.00	\$21,763.00
16-20	\$ 6,566.00	\$19,703.00	\$26,274.00
21-30	\$ 7,386.00	\$23,313.00	\$31,045.00
31-40	\$ 8,206.00	\$27,307.00	\$36,327.00
41-50	\$ 9,031.00	\$31,428.00	\$41,870.00
51-75	\$ 9,851.00	\$35,938.00	\$47,797.00
76-100	\$10,671.00	\$40,582.00	\$53,980.00
101-150	\$11,497.00	\$45,603.00	\$60,684.00
151-200	\$12,317.00	\$50,891.00	\$67,771.00
201-300	\$13,137.00	\$56,429.00	\$75,114.00
301-400	\$13,962.00	\$62,100.00	\$82,591.00
400+	\$14,782.00	\$68,155.00	\$90,706.00

## State and Federal Court Dockets – LexisNexis CourtLink

CourtLink offers the industry's largest collection of dockets and documents, providing superior federal and state coverage. In fact, CourtLink provides access to the largest number of full-docket coverage of state courts, with 1,305 state courts online.

Researchers can search millions of federal, state, and local court dockets and documents with CourtLink. With the largest collection of full-text dockets, single search technology, and timely alerts, they can monitor developments in new and ongoing cases, review past litigation to inform case strategy, and perform due diligence.

Other CourtLink advantages include:

- The industry's **largest collection of dockets** (199.7 million) and documents (43.5 million).
- More than of **100,000 dockets added each week** on average.
- The **broadest federal court coverage**, including U.S. Tax Courts, Judicial Panel on Multidistrict Litigation, U.S. Court of Appeals for Veterans Claims and more.
- **30 years of civil litigation history** and 100% of cases filed at the federal civil level.
- Plus CourtLink offers the features you need to **pinpoint docket facts** and **get automatic updates**.

CourtLink's value for Agencies:

- Alerts provide fast notice of entities being sued. In addition, you will be able to track ongoing litigation or anything relevant to your industry. You can also better understand the litigation histories of entities by running Strategic Profiles.
- CourtLink allows users to gain critical insights by leveraging the broad collection of timely and topical court documents via the LexisNexis services. This preeminent docket research database is offered with **unlimited access at a flat rate** to a complete docket service, thereby **eliminating unpredictable, transactional costs**. The ability to retrieve the docket sheet and all available documents in addition to the filing information are included under this proposal.

Because CourtLink is now built into Lexis, there are even more benefits for users such as:

- Save time with faster, easier navigation. Clear, direct pathways mean fewer steps so users quickly finish tasks to get necessary information.
- Work more productively using more modern, consistent tools and capabilities. Managing dockets, running searches and setting up Alerts has never been easier.
- Work smarter and more economically. Stronger integrations with other Lexis sources lets users expand their research without switching services. Customers have convenient, integrated access to the LexisNexis services, tools and content they depend on. For example, users can move easily from CourtLink dockets to additional information in Lexis case law just a click away.



## Online Law Library Solutions for California Correctional Facilities

### **Online Legal Research Solutions for Correctional Facilities via a Custom Interface (CI)**

Through a LexisNexis online CI, Agencies will meet its obligation to provide inmates cost-effective access to a complete set of compliant legal research materials that meets or exceeds the statutory and regulatory requirement. The core collection of resources has been designed specifically for use in an institutional environment via a CI that meets security requirements. Inmates will access all the legal-research content they need. Content can be further customized to meet the needs of a particular agency. Content is updated continuously.

<b>Number of Access Points</b>	<b>Monthly Per Access Point (2022)</b>	<b>Monthly Per Access Point (2023)</b>	<b>Monthly Per Access Point (2024 and beyond)</b>
1	\$395	\$407	\$419
2-4	\$325	\$335	\$345
5-9	\$295	\$304	\$313
10-19	\$277	\$285	\$294

*For twenty (20) or more access points, please contact your LexisNexis Representative for custom pricing/discounts for larger enterprise installations or for custom content assemblies.*

The Core content package contains the same content as listed under the section "Distributed Media for California Correctional Facilities - Legal Research Solutions for Correctional Facilities via External Hard Drives (EHDs)" elsewhere in this agreement. As noted above, that content set may be further customized upon request.

### **Security Features**

The LexisNexis CI promotes security because it:

- Prevents right mouse clicks and other attempts to access the Internet.
- Enables hyper-linking to documents within your facility's LexisNexis subscription, but does not allow access to other websites.
- Blocks access to email or 'mailto' links within product Web Pages.
- Limits access to a specific IP address that meets security requirements.

Security for the CI is comprised of two key safeguards: your portion (e.g., network security) and the online portion (e.g., LexisNexis Product Security). Together, these components partner to form a secure session in which users can conduct their research without access to any extraneous Web sites and/or materials.

LexisNexis has implemented two levels of IP authentication and an advanced firewall that not only restricts access into the system, but also restricts the content coming out of the system to the user's screen. If a user clicks on a link to materials or a Web site that the user should not access, the materials will be blocked by our firewall, and an error message will be displayed. LexisNexis Field Engineers would be available to Agency staff

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members to help them adjust their networks security to permit access to only the LexisNexis domain via SSL.

## Distributed Media for California Correctional Facilities

### Legal Research Solutions for Correctional Facilities via External Hard Drives (EHDs)

For purposes of this MSA, EHDs are "Hardware" and include pre-loaded "Software."

The LexisNexis California EHD Prison Solution provides California correctional facilities with a cost-effective alternative to print/CD/DVD law libraries, providing inmates with access to relevant legal materials in a turnkey, off-line electronic format. Inmates conduct legal research in complete security because no Internet connection is necessary. EHDs are updated on a quarterly basis.

Number of Terminal Licenses	Annual Cost Per Licenses for Year 1*	Monthly Cost Per Licenses for Year 1*
1	\$8,400	\$700
2-20	\$4,620	\$385
21-50	\$3,996	\$333
51-250	\$2,700	\$225
251-500	\$2,400	\$200
501 or more	\$1,680	\$140

\*Prices for subsequent years will be governed by the escalation schedule described in Section VIII of the Statement of Work.

The California Prison Solutions EHD research collection includes the following California state and federal materials.

#### Federal

- U.S. Supreme Court Cases
- U.S. Code Service
- U.S. Constitution
- Federal Court Rules
- All Federal Cases, including Supreme Court, all Circuit Court of Appeals, and all District Court decisions

#### State

- Deering's California Codes Annotated
- California Code of Regulations
- California Official Reports
- California Court Rules
- California Local Court Rules
- California Judicial Council Criminal Jury Instruction

#### Analytical

- California Criminal Defense Practice
- California Family Law Practice
- California Criminal Discovery
- California Evidence Courtroom Manual
- California Juvenile Courts Practice and Procedure
- California Forms of Pleading and Practice
- Ballentine's Law Dictionary, 3rd. ed.
- Federal Habeas Corpus Practice and Procedure
- California Family Law Litigation Guide

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- Constitutional Rights of Prisoners
- California Courtroom Evidence
- Moore's Federal Practice - Criminal and Civil
- Civil Rights Actions
- Spanish/English Legal Dictionary

**Citations**

- *Shepard's* Federal and U.S. Citations
- *Shepard's* - California Citations

EHD medium can be installed on networked or stand-alone computers or touch screen kiosks and uses a 2.0 or 3.0 USB connection. Depending on the configuration an agency chooses, an EHD might not be required for every terminal. LexisNexis has instituted a recycling program of expired EHD's (at no cost to the agency), and requires the agency to participate when quantities are in excess of 50 EHD's shipped per update.

## **Exhibit G - LexisNexis Risk Solutions Deliverables and Pricing**

### The Licenses for the products offered by Risk Solutions

The products offered by LN Risk Solutions FL Inc. ("LN") involve personally identifiable information ("PII"). The use of PII is heavily regulated by federal as well as state statutes. The Consumer Financial Protection Bureau ("CFPB") as well as State Attorney Generals' offices around the country are involved in ensuring that the statutes are not violated where PII is being used. Some of the more significant federal statutes that govern the PII that LN licenses are the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), and the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.). In particular, the FCRA states that a consumer reporting agency 'shall maintain reasonable procedures designed to avoid violations' of the statute. The statute further specifies that the required procedures "shall require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose." FCRA section 607a. Further, the statute provides that "no consumer reporting agency (LN) may furnish a consumer report to any person if it has reasonable grounds for believing that the consumer report will not be used for a purpose listed in [FCRA] 604." The documents listed below and which are attached to the MSA are in part designed to address these requirements. In addition, however, they incorporate terms required by our data brokers, terms required to protect LN intellectual property, and terms required to protect the security of the PII. Finally, terms within these documents represent reasonable allocation of risk.

Listed below are the components of the modular LexisNexis Risk data license paperwork and when each is used and the basis for the particular document. These documents must be properly completed/executed. These documents are required of all LN Risk customers for legal/regulatory compliance, Credentialing and Order Fulfillment processes, and are an integral component of the LN Risk data licenses.

1. LexisNexis Master Terms and Conditions (Document 1) and Appendix 1 Risk Solutions Supplemental Terms & Conditions (Document 2). This document contains the terms of use including restrictions on use that are derived from statutes, terms from data vendors and risk allocation terms such as warranty disclaimers. Certain terms are required in order to comply with statutes governing PII as well as dealing with security issues including the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), Fair Credit Reporting Act (15 U.S.C. § 1681, et seq) ("FCRA"), the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws, and protection of intellectual property developed by LN.
2. LexisNexis Risk Solutions Government Application (Document 4). Information about a customer may need to be completed more than once if a customer licenses new products. This document is required as providers of PII are required to identify the customers who will be using the PII.
3. Non-FCRA Addendum (Document 8). Executed by a customer one time when a customer purchases Non-FCRA product(s). This document is an acknowledgement and certification by the customer that the product which does not meet the requirements of the Fair Credit Reporting Act will not be used for an FCRA purpose.
4. FCRA Addendum (Document 7) and Attachment A. FCRA terms and conditions executed by a

customer one time when a customer license FCRA product(s). Certification that the customer will follow the requirements of the FCRA when using the product and will use the product for a purpose listed in the FCRA.

5. FCRA Permissible Use Certification Form (Document 5) and Non-FCRA Permissible Use Certification Form (Document 6). Signed per use case and for any new product(s) including Death Master File terms required by the National Technical Information Service, US Department of Commerce, which is the source of the data. This form is used to certify the statutory permissible purpose the customer has to use the PII.

6. Product- specific terms (Addenda).

AVCC Addendum (Document 10)—this addendum contains terms and conditions that address unique features of the product. This product is a contributory database.

### **Accurint Subscriptions – Flat Rate, Per User**

Accurint is a powerful public-records investigative research tool used by thousands of law enforcement and government agencies across the country that assists them with solving crimes, locating debtors, enforcing laws and regulations, fighting fraud, waste and abuse, and providing citizen-centric services. LexisNexis provides access to the public and proprietary records. Our collection includes more than 45 billion records collected from over 10,000 sources. Accurint's next-generation search technology enables government professionals to instantly gather and analyze current, comprehensive and authoritative public records, allowing them to perform their jobs more efficiently and effectively. By using Accurint, agencies can:

- Locate people and apprehend suspects
- Discover associations
- Uncover property, assets, professional licenses, criminal records and more
- Investigate businesses
- Visualize complex relationships
- Map locations
- Much more

#### **Accurint for Law Enforcement or Accurint for Government,**

Monthly fee per agency, per user: **\$110.00**

**Price includes all Standard Features (priced \$0.00) in attached Price Schedules**

#### **Accurint for Law Enforcement Plus or Accurint for Government Plus,**

Monthly fee per agency, per user: **\$137.00**

**Price includes all Standard Features (priced \$0.00) in attached Price Schedules**

**Also at no additional cost, this offer also includes the following features in flat-rate Accurint subscriptions: Real-Time Phones, Email Searching, and Real-Time Motor Vehicle Reports.**

#### **Subscription Add-Ons**

Under Accurint's per-user structure, agencies would be billed a flat-rate monthly fee for standard features priced at \$0.00 in each "Flat Rate, Per User Subscription" Price Schedule for Accurint for Government, Government Plus, Law Enforcement, and Law Enforcement Plus. Those sheets also list per-search prices that agencies will incur for special features that are not included automatically in flat-rate plans. The following table includes monthly flat-rate pricing for certain premium features that an agency may wish to include in its Accurint plan. An agency that includes these features in a monthly flat-rate plan would not incur per-search charges for those features.

Premium Features	Monthly Per User Fee
Advanced Sexual Offender (Online Batch)	\$20.00
Government Location Report	\$15.00
Healthcare/Medical Bundle: <i>American Board of Medical Specialties Search &amp; Report</i> <i>Business Link Report</i> <i>Comprehensive Healthcare Provider Report</i> <i>Contact Card Report</i> <i>Disclosed Entity Service</i> <i>Federal Civil Court Records Search</i> <i>OSHA Investigative Reports</i> <i>Provider Report Card</i> <i>Provider Sanction Search &amp; Report</i> <i>Provider Search &amp; Report</i>	\$40.00
Identity Authenticate	\$15.00
Identity Verification	\$10.00
Law Enforcement Location Report	\$15.00
News (all Types)	\$35.00
Sexual Offender Alerts:	
15 Alerts	\$15.00
30 Alerts	\$27.00
60 Alerts	\$45.00
Virtual Identity Search & Report	\$25.00
Jail Booking Search & Report	\$100.00

**Add-On Feature Key**

Feature	Accurant LE	Accurant LE Plus	Accurant Govt.	Accurant Govt. Plus
Advanced Sex Offender Search	n/a	available	n/a	available
Advanced Sexual Offender Solution	available	available	available	available
Aerial Imaging	n/a	available	n/a	available
Government Location Report	n/a	n/a	available	available
Healthcare/Medical Bundle	available	available	available	available
Identity Authenticate	available	n/a	available	n/a
Identity Verification	available	n/a	available	n/a

### Add-On Feature Key

Feature	Accurint LE	Accurint LE Plus	Accurint Govt.	Accurint Govt. Plus
Law Enforcement Location Report	available	available	n/a	n/a
News (all Types)	available	available	available	available
Sex Offender Alerts*	n/a	available	n/a	available
Virtual Identity Search & Report	available	available	available	available
Jail Booking Search & Report	n/a	n/a	available	n/a

### Non-Subscription Features

The following features are only available on a transactional basis, and not included as part of the Per User Subscription on the Accurint products. These searches will be billed at the rates listed in the applicable "Transactional, Non-Subscription User" Price Schedules for Accurint for Government, and Accurint for Law Enforcement:

- Bankruptcy Dockets
- Canadian Phones
- Court Search Wizard
- Credit Reports
- D&B Global Market Identifiers
- D&B Search and Report
- DE Corporation Search and Report
- Equifax Recovery Report
- Medical, Employment & Business Records
- Online Batch Services
- Property Deed Image
- Real Time Person Search
- SEC Filings Search
- Social Network Report
- WorkPlace Locator
- XML

### Pricing for Accurint – Transactional, Non-Subscription User

Under this pricing structure, an agency may choose to be billed on a purely transactional basis rather than on a monthly flat-rate basis. This pricing requires a \$50 per-month minimum commitment from each agency, regardless of the number of users. Each month the agency would pay \$50 or the total fee for all Accurint searches conducted during the month, whichever is greater. Each agency would incur charges for each search, pursuant to prices listed in the attached "Transactional, Non-Subscription User" Price Schedules. The only Accurint solutions available on a purely transactional basis are Accurint for Government, and Accurint for Law Enforcement.



**Accurint for Government Price Schedule – Flat Rate, Per User Subscription**

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in Subscription plan.

**Price Schedule (Subscription)**

<b>FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Search	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service	\$0.00

Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$0.10
-Research And Identify Custodial Location	\$0.00
- Long distance charges, phone charges, initial and follow up calls	\$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
-Deliver Notice To All/3rd Party Notices	\$0.00
-Serve Subpoena To Custodian Of Record	\$0.00
-Pick-Up Scheduling And Two (2) Field Trips	\$0.00
-Mileage	\$0.00
-Return Record Review For Completeness And Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00
-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
-Hard Copy Per Page, Authorization (not discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00

-X-Ray Duplication (not discountable)	\$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
-Phone Charges	\$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
-Record Receipt And Review (QA)	\$0.00
-Electronic Posting Of Record, Per Page	\$0.00
-Hospital Charting (charged per page) (not discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00

-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>REPORTS</b>	<b>PRICE</b>
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current	\$0.00
Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00

Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$1.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25

-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>ONLINE BATCH</b>	<b>PRICE</b>
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

**Accurint for Government Plus Price Schedule – Flat Rate, Per User Subscription**

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in Subscription plan.

**Price Schedule (Subscription)**

<b>ACCURINT FOR GOVERNMENT PLUS FEATURES</b>	<b>PRICE</b>
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Aerial Imaging	\$3.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Basic Lookup	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Lineup	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report	\$0.00
National UCC Filings (Report Included)	\$0.00



Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>REPORTS</b>	<b>PRICE</b>
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Relatives, Neighbors, & Associates Report	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Internet Domain Names	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00

-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
<b>ONLINE BATCH</b>	<b>PRICE</b>
Batch Person Search	\$0.50
Batch Telephone	\$0.10

**Accurint for Law Enforcement Price Schedule – Flat Rate, Per User Subscription**

**Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in Subscription plan.**

**Price Schedule (Subscription)**

<b>FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Search	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25

Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00

People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>REPORTS</b>	<b>PRICE</b>
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00

Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40

-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$1.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50



-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>ONLINE BATCH</b>	<b>PRICE</b>
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-23-70-40-01	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTOR NAME

RELX Inc.

2. The term of this Agreement is:

START DATE

January 1, 2023, or upon State's Approval, whichever is earlier.

THROUGH END DATE

December 31, 2027, with two (2) optional two-year extensions.

3. The maximum amount of this Agreement is:

\$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions (Effective 4/2017) (As Modified)	4
+ - Exhibit D	General Provisions - Information Technology GSPD 401IT (Effective 9/5/2014) (As Modified)	28
+ - Exhibit E	Insurance Provisions	2
+ - Exhibit F	LexisNexis, a division of RELX Inc. Deliverables and Pricing	23
+ - Exhibit G	LexisNexis Risk Solutions Inc. Deliverables and Pricing	51
+ - Exhibit H	LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions	55
+ - Exhibit I	LexisNexis Risk Solutions Inc. Contractor's Terms and Conditions	50

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

RELX Inc.

CONTRACTOR BUSINESS ADDRESS

9443 Springboro Pike

CITY

Miamisburg

STATE

OH

ZIP

45342

PRINTED NAME OF PERSON SIGNING

Joshua Roslan

TITLE

Senior Pricing Analyst

CONTRACTOR AUTHORIZED SIGNATURE

**Roslan, Joshua (LNG-DAY)**

Digitally signed by Roslan, Joshua (LNG-DAY)  
Date: 2022.12.28 13:53:14 -05'00'

DATE SIGNED

12-28-22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-23-70-40-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS

707 Third Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Christina Nunez on behalf of Carol Bangs

TITLE

Acquisitions Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Christina Nunez**

Digitally signed by Christina Nunez  
Date: 2022.12.28 15:37:47 -08'00'

DATE SIGNED

12/28/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **24** PAGES

AGREEMENT NUMBER  
**5-23-70-40-01**

AMENDMENT NUMBER  
**1**

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**Department of General Services, Procurement Division**

CONTRACTOR NAME

**RELX, Inc.**

2. The term of this Agreement is:

START DATE

**January 1, 2023**

THROUGH END DATE

**December 31, 2027, with two (2) optional two-year extensions.**

3. The maximum amount of this Agreement after this Amendment is:

**\$0.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The following Exhibit is revised and incorporated here:

Exhibit F - LexisNexis, a division of RELX Inc. Deliverables and Pricing (24 pages)

*All other terms and conditions shall remain the same.*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**RELX, Inc.**

CONTRACTOR BUSINESS ADDRESS

**9443 Springboro Pike**

CITY

**Miamisburg**

STATE

**OH**

ZIP

**45342**

PRINTED NAME OF PERSON SIGNING

**Samantha Bing**

TITLE

**Segment Director**

CONTRACTOR AUTHORIZED SIGNATURE

**Samantha Bing**

Digitally signed by Samantha Bing  
 Date: 2023.05.02 21:51:39 -04'00'

DATE SIGNED

**May 2nd, 2023**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**Department of General Services, Procurement Division**

CONTRACTING AGENCY ADDRESS

**707 Third Street**

CITY

**West Sacramento**

STATE

**CA**

ZIP

**95605**

PRINTED NAME OF PERSON SIGNING

**Christina Nunez on behalf of Carol Bangs**

TITLE

**Acquisitions Branch Chief**

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Christina Nunez**

Digitally signed by Christina Nunez  
 Date: 2023.05.08 13:00:04 -07'00'

DATE SIGNED

**05/08/2023**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

State of California  
**MASTER SERVICE AGREEMENT**  
**USER INSTRUCTIONS**  
**NON-MANDATORY**  
***\*Supplement 4\****  
***\*(Incorporates Supplements 1-3)\****

**USER INSTRUCTIONS**  
**EFFECTIVE DATE:** ~~5/10/2023~~**\*5/17/2023\***  
**TITLE/DESCRIPTION:** Electronic Information Library Services (E-Library)  
**CONTRACT NUMBERS**  
**AND CONTRACTOR'S NAME:** MSA 5-23-70-40-01, RELX Inc.  
**CONTRACT TERM:** 1/1/2023 through 12/31/2027  
**CONTRACT CATEGORY:** IT Services  
**MAXIMUM ORDER LIMIT:** Unlimited (See Sections 5.B. & 5.C. for more information)  
**FOR USE BY:** State and Local Governmental Agencies  
**STATE CONTRACT**  
**ADMINISTRATOR:** Louis Han  
(279) 799-3981  
[Louis.Han@dgs.ca.gov](mailto:Louis.Han@dgs.ca.gov)

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

**ORIGINAL ON FILE**

**Louis Han, State Contract Administrator**

**Date**

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**SUMMARY OF CHANGES**

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

Supplement Number	Description/Sections	Effective Date
<b><i>*4*</i></b>	<b><i>*Supplement 4 incorporates the following change:  1. Updated Section 4C as additional products were added to Exhibit F.*</i></b>	<b><i>*5/17/2023*</i></b>
3	Supplement 3 incorporates the following changes:  1. Updated Contract Category on Cover Page. 2. Updated Acquisition Category in Section 5B. 3. Removed Section 5F.	5/10/2023
2	Supplement 2 incorporates the following change:  1. Cover Page – Updated from “Mandatory” to “Non-Mandatory”.	2/14/2023
1	Supplement 1 incorporates the following changes:  1. Updated Contract Administrator on Cover Page and Section 3A. 2. Updated Contract Administrator contact information in Section 3A. 3. Updated “Original Signed” to “Original Signature on File” on Cover Page.	1/20/2023
N/A	Original User Instructions posted.	1/1/2023

## **USER INSTRUCTIONS**

### **1. SCOPE AND OVERVIEW**

The Department of General Services, Procurement Division (DGS-PD) has established this California Master Service Agreement (MSA) contract for Electronic Information Library Services (E-Library) with RELX Inc., pursuant to Public Contract Code (PCC) 10298 and 10299. The use of this MSA is optional for all State Agencies, the Judicial and Legislative branches, and California political subdivisions/local governments.

The MSA provides State agencies, the Judicial and Legislative branches, and participating political subdivisions/local governments the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the MSA.

Note: Throughout this document, "MSA" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State agencies, the Judicial and Legislative branches, and political subdivisions/local governments eligible to utilize this contract. "Subscription Agreements" shall refer to contracts or purchase orders established under the MSA between Ordering Agencies and the Contractor. Ordering and usage instructions exclusive to State departments or political subdivisions/local government agencies shall be identified within each section.

### **2. CONTRACT AVAILABILITY**

#### **A. State Agencies**

Use of this agreement is non-mandatory for State of California agencies.

#### **B. Political Subdivisions/Local Governmental Agencies**

- 1) Use of this agreement is optional for political subdivisions/local governmental agencies.
- 2) Pursuant to Public Contract Code §10298-10299, a local government agency is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems, school districts, and community colleges.
- 3) Each political subdivision/local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.
- 4) Local governmental agencies have no authority to amend, modify or change any condition of the MSA.



### 3. CONTRACT ADMINISTRATORS

The State and E-Library MSA Contractor contract administrators, assigned as single points of contact for problem resolution and related contract issues, are listed below.

#### A. State Contact

State Contract Administrator	
<b>Name:</b>	Louis Han
<b>Phone:</b>	(279) 799-3981
<b>E-Mail:</b>	<a href="mailto:Louis.Han@dgs.ca.gov">Louis.Han@dgs.ca.gov</a>
<b>Address:</b>	Department of General Services Procurement Division 707 Third Street, 2 <sup>nd</sup> Floor, MS 2-202 West Sacramento, CA 95605

#### B. Contractor Contact

RELX Contract Administrator	
<b>Name:</b>	Gaurang Dave
<b>Phone:</b>	(202) 378-1018
<b>Email:</b>	<a href="mailto:Gaurang.Dave@LNSSI.com">Gaurang.Dave@LNSSI.com</a>
<b>Address:</b>	LexisNexis Risk Solutions 1150 18 <sup>th</sup> Street, NW, Suite 250 Washington, DC 20036

#### C. Problem Resolution/Contractor Performance

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the E-Library MSA Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

### 4. CONTRACT INFORMATION

#### A. Master Agreement (Contract) Documents

The E-Library MSA contract documents are posted on the Cal eProcure website. To obtain copies:

- Go to *Cal eProcure – LPA Contract Details*  
([https://caleprocure.ca.gov/PSRelay/ZZ\\_PO.ZZ\\_CTR\\_SUP\\_CMP.GBL?Page=ZZ\\_CTR\\_SUP\\_PG&Action=U&SETID=STATE&CNTRCT\\_ID=5-23-70-40-01](https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5-23-70-40-01))

- Under Attachments, Click View to download the MSA contract attachments.

Additional information is also available on the DGS-PD MSA website:  
<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Master-Agreements>

## **B. Agreement Term**

- 1) This MSA shall be for a five (5) year term. The DGS reserves the right to extend this MSA for two additional two (2) year periods at the same rates, terms and conditions. Extensions will be made by amendment to the MSA.
- 2) Current MSA term dates are listed on Page 1 of these User Instructions.
- 3) Ordering Agencies' subscription agreements must be executed on or before the expiration date of the MSA. The term of the subscription agreement may extend for up to twelve (12) months beyond the MSA expiration date.
- 4) Ordering Agencies may terminate their subscription agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to print program subscription agreements, however, print program subscription agreements are subject to Exhibit B, paragraph A., Budget Contingency Clause.

## **C. Available Products and Services**

The E-Library MSA Contractor will provide only products and services in accordance with the terms and conditions of its MSA which include:

- On Line Legal Research, Information, and News Subscription Services
- Print Program Subscription Services
- Print Products

***\*Additional products and services have been added as part of Amendment 1.\**** Refer to Exhibits F & G of the MSA for a complete description of services.

## **D. Contractor Pricing**

- 1) On Line Subscription Services – Refer to Exhibits F & G of the MSA for product and pricing information. Prices shall be fixed for one (1) year starting from MSA effective date. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.
- 2) Print Products & Print Program Subscriptions – Contractor shall provide the following Products and Services under this MSA:

- **Print Products:** Refer to RELX's web site for product and pricing information: <https://store.lexisnexis.com/>. RELX will provide Ordering Agencies a discount of a minimum of 10% to 25% off the listed prices from the online store for purchase of eligible new print titles with or without any other online subscription. Ordering Agencies must work with their local RELX sales representative at the time of purchase to receive the discount. The State and the Contractor have agreed to annual price increases thereafter. Print Product price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing for eligible new print titles. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
  - **Print Program Subscriptions:** Ordering Agencies may be eligible for additional discounts and/or print programs and print purchases with subscription services, based on available promotions, existing subscriptions, the quantity purchased, dual-media subscriptions, and a multi-year commitment. The State and the Contractor have agreed to annual price increases. Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
- 3) Contractor may offer greater discounts and/or lower prices than those published in their Price Schedule or web site based on available promotions, existing subscriptions, the quantity purchased, or a multi-year commitment.

#### **E. DGS Administrative Fee**

1) **State Agencies**

The DGS will bill each State agency an administrative fee for use of this statewide MSA. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

2) Political Subdivisions/Local Government Agencies

All Local Government Agencies shall pay the Contractor a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight.

**F. SB/DVBE Participation**

There is no California-certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this MSA.

**5. CONTRACT USAGE/RULES (State Agencies Only)**

**A. Adherence to Applicable Laws**

State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manuals).

**B. Purchasing Authority**

For this Master Agreement the acquisition method, type and category are:

<b>Acquisition Method</b>	Leveraged Procurement Agreements (no further competition required)
<b>Acquisition Type</b>	Master Agreements
<b>Acquisition Category</b>	IT Services

Prior to executing subscription agreements under this MSA, State agencies must have been granted purchasing authority by DGS-PD for the use of the method, type, and categories listed above. The State agency's current Purchasing Authority Number must be entered in the appropriate location on each purchase document. State agencies may contact the DGS-PD Purchasing Authority Management Section for information at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

**C. Order Limits/Dollar Thresholds**

State Agencies may execute Subscription Agreements/Purchase Orders up to the maximum order limit listed on page 1, unless otherwise specified by their approved delegated purchasing authority. Each State agency's purchasing authority is listed by

acquisition method, type, and category on their Purchasing Authority Approval Letter (PAAL). Please refer to the Purchasing Authority Unit's website [here](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority>) for information regarding Departments with approved purchasing authority.

#### **D. California Seller's Permit**

California Seller's Permit information for the Contractor is identified below. Prior to placing orders under this agreement, State departments should verify that permits are currently valid at [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation requirements identified in the State Contracting Manuals, as applicable.

<b>Contractor Name</b>	<b>Seller's Permit #</b>
RELX Inc.	30674552

#### **E. Agreement Summary (STD 215)**

State agencies using the MSA must complete and retain an Agreement Summary (STD 215) within their contract file.

#### **F.**

#### **G. Internal Approvals**

Prospective users are advised to consult with internal counsel to review all terms, including product specific terms, prior to execution of any subsidiary agreements.

### **6. ORDERING PROCEDURES**

#### **A. Contractor Selection Process**

Ordering Agencies are not required to complete a Request for Offer (RFO) or to solicit multiple offers when executing contracts under this MSA. However, Ordering Agencies are encouraged to negotiate the best cost and best value from the MSA contractor. The costs can always be lower than those provided under the MSA, however, they shall NOT exceed the agreed upon rates.

#### **B. Subscription Agreement Requirements**

Prior to rendering services, the Ordering Agency and the Contractor must execute a subscription agreement that:

- Incorporates all of the terms and conditions of the MSA by reference (i.e. "Master Service Agreement <MSA Number> and its amendments are hereby incorporated by reference and made a part of this agreement.")

- Includes specific Ordering Agency terms and requirements (i.e. scope of work, agency contact, and payment provisions, as applicable) none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

Note: While there is no need to duplicate the MSA contract language, Ordering Agencies should include details specific to the subscription agreement between the Ordering Agency and the MSA Contractor.

1) State Agency - Contract Form

State Agency subscription agreements must contain the following:

- State agencies not transacting in FI\$Cal must use the Standard Agreement (STD 213) for Subscription Agreements and/or Purchasing Authority Purchase Order (STD 65) for Print Products.
- State agencies transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.
- Scope of Work – *Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
  - a. On Line Subscription Service SOWs should include:
    - Budget detail (monthly price X number of months); and
    - Authorized User Information and Locations.
  - b. Print Product and Program Subscription SOWs should include:
    - Budget detail (monthly price X number of months);
    - List of print titles; and
    - The list of locations for book shipments.
- Agency specific terms and conditions – *Including budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.
- TERMINATION/CANCELLATION  
Ordering agencies are to add the following language to their subscription agreements:  
*"In addition to any other provision of this Subscription Agreement, the Ordering Agency may terminate this Subscription Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to Print Program Subscription Agreements, however, Print*

*Program Subscription Agreements are subject to MSA Exhibit B, paragraph A., Budget Contingency Clause.*

- **GENERAL TERMS AND CONDITIONS (GTC 04/2017) (As Modified)**  
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- **CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**  
Contractor has already signed and agreed to the contractor Certification Clauses (CCC 04/2017) and is already included in the agreement. There is no need to incorporate the current CCC as these have already been included in the MSA contract with DGS.
- **GENERAL PROVISIONS – INFORMATION TECHNOLOGY GSPD-401IT (Rev. 9/5/14) (As Modified)**  
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- **DARFUR CONTRACTING ACT CERTIFICATION**  
Contractor has a signed Darfur Contracting Act Certification on file with the DGS-PD.
- **CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
Contractor has a signed California Civil Rights Law Certification on file with the DGS-PD.
- **IRAN CONTRACTING ACT CERTIFICATION**  
Contractor has a signed Iran Contracting Act Certification on file with the DGS-PD.

## 2) Local Agency - Contract Form

Local governmental agency subscription agreements must contain the following:

- Local Agency's contract form/document (equivalent to the State's STD 213 form)
- *Scope of Work – Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
  - a. On Line Subscription Service SOWs should include:
    - Budget detail (monthly price X number of months) including a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight; and

- Authorized User Information and Locations.
- b. Print Product and Program Subscription SOWs should include:
  - Budget detail (monthly price X number of months) including a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight;
  - List of print titles; and
  - The list of locations for book shipments.
- Agency specific terms and conditions – *Including, budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.

### **C. Subscription Agreement Execution and Distribution**

Ordering Agencies must submit executed subscription agreements as follows:

#### Contractor Copies

Ordering Agency shall provide a copy of the executed subscription agreement to the MSA Contractor Contract Manager.

### **D. Subscription Agreement Processing**

Subscription Agreements will be processed and effective as follows:

- 1) Exhibit F and Exhibit G Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
- 2) California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.

## **7. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.



## **8. INVOICING AND PAYMENT**

### **A. Payment Terms**

Refer to Exhibit B of the MSA for payment terms and provisions.

### **B. Payee Data Record (State Agencies Only)**

Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

### **C. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Standard Agreement (STD 213) and/or Purchasing Authority Purchase Order (STD 65) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

## **EXHIBIT A: SCOPE OF WORK**

The Department of General Services (DGS), Procurement Division (PD), hereinafter referred to as the "State" or "DGS-PD" is contracting for a provider of Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as "User Agencies") to access proprietary legal research, information, news databases, and print products.

### **1. SCOPE OF WORK**

- A. The State of California, Department of General Services (DGS) (hereinafter referred to as "DGS" or the "State") and RELX Inc. (hereinafter referred to as "Contractor" or "RELX" or "LexisNexis" or "LN"), hereby agree that Contractor will provide Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as "User Agencies") to access proprietary legal research, information, news databases, and print products. The Risk products in Exhibit F that are FCRA compliant will be provided by LexisNexis Risk Solutions Inc. and the non FCRA products will be supplied by LexisNexis Risk Solutions FL Inc. The Master Service Agreement (MSA) or "Agreement" shall refer to the EILS contract between DGS and Contractor. User agreements shall refer to purchase orders or contracts established under the MSA between User Agencies and the Contractor.
- B. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether or not the use of the MSA is consistent with its procurement policies and regulations.
- C. The State reserves the right to revise this Scope of Work (SOW) in the future to include additional EILS options. Any revisions to the SOW or the Terms and Conditions will be made by amendment to this Agreement and mutually agreed upon by the State and Contractor.

### **2. TERM**

- A. The term of this Master Service Agreement ("MSA" or "Contract" or "Agreement") is for a five (5) year period with two (2) options to extend for two (2) years, with the start and end date noted on the attached Standard Agreement (the "Effective" term). Extensions will be made by amendment to the MSA upon mutual agreement between Contractor and the State at the same rates, terms, and conditions.
- B. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service(s) for any reason with thirty (30) days

written notice. This termination for convenience does not apply to print program user agreements, however, print program user agreements are subject to Exhibit B, paragraph 1, BUDGET CONTINGENCY CLAUSE.

- C. Should the Contractor fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.
- D. User Agencies' agreements executed before the end of the MSA term may continue for up to twelve (12) months beyond the MSA contract period.

### 3. ORDER OF PRECEDENCE

- A. In the event of a discrepancy and/or inconsistency between the articles, attachments. Or provision which constitutes this Agreement, the following descending order of precedence shall apply:
  - 1) State of California Standard Agreement (STD 213)
  - 2) Exhibit C: Terms and Conditions (04/2017) (As Modified)
  - 3) Exhibit D: General Provisions – Information Technology GSPD-401IT (Effective 9/5/14) (As Modified)
  - 4) Exhibit A: Scope of Work
  - 5) Exhibit B: Budget Detail and Payment Provisions
  - 6) Exhibit E: Insurance Provisions
  - 7) Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing
  - 8) Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing
  - 9) Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions
  - 10) Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions

### 4. CONTRACT ADMINISTRATORS

- A. All inquiries during the term of this Agreement will be directed to the representatives listed below:

<b>State Contract Administrator</b>	<b>Contractor Contract Administrator</b>
<i>Robert Cosgrove</i> 707 3rd Street, 2nd Floor, MS-202 West Sacramento, CA 95605 Phone: (279) 946-8303 Email: <a href="mailto:Robert.Cosgrove@dgs.ca.gov">Robert.Cosgrove@dgs.ca.gov</a>	<i>Gaurang Dave</i> 1000 Alderman Drive Alpharetta, GA 30005 Phone: (202) 378-1018 Email: <a href="mailto:Gaurang.Dave@LNSSI.com">Gaurang.Dave@LNSSI.com</a>

- B. Should a representative change, each party will notify the other in writing no later than fourteen (14) calendar days after the date of such change, without amendment to this Agreement.

**5. RESPONSIBILITIES**

A. Contractor

Contractor is responsible for the following:

1. Agrees to perform and deliver the services and/or goods under the EILS MSA as described herein.
2. Respond to orders from User Agencies.
3. Shall not provide any services or products to User Agencies utilizing this MSA, except those services or products that are specifically within the scope of the MSA as defined in Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing; Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions; Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions.
4. Agrees to payment terms and conditions prior to providing a subscribed service or delivery of goods. Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
5. Local Agency Incentive Fee
  - a. Contractor agrees to remit to DGS an incentive fee of an amount equal to 1.25 percent of quarterly invoiced sales to all local government agencies.
  - b. This incentive fee shall not be included in the User Agency's purchase price, nor invoiced separately to the User Agency. All prices quoted to a local government agency shall reflect MSA pricing, including any and all applicable discounts, and shall not include add-on fees.
  - c. The Contractor is required to pay to DGS the local agency fee in the form of an electronic payment using DGS-PD LPA Payment Portal or by submitting a check payable to: Department of General Services (DGS), Procurement Division (PD). Contractor must include the Master Agreement Number on the check.
  - d. To submit Incentive Fees electronically, users must register on the DGS-PD LPA Payment Portal (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).
  - e. Contractor's payment of the local agency incentive fee is due irrespective of whether or not the local governmental agency has paid the contractor for services.
  - f. Local Agency fee checks are due for each quarter as follows:

Reporting Period.	Due Date
January 1 to March 31	April 30

Department of General Services  
Electronic Information Library Services (EILS)

April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- g. Local Agency fee checks shall be submitted to:  
State of California  
Department of General Services, Procurement Division  
Attention: Master Agreements Program  
707 3rd Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

**B. User Agency Responsibilities**

The User agency is responsible for the following:

1. Develop user agreements and Purchase Orders that include, but are not limited to:
  - a. Scope, budget, schedule, and term;
  - b. Services/Goods required;
  - c. Authorized User information and Locations;
  - d. Deliverables; and
  - e. Payment terms and conditions.
2. Provide business information and data to facilitate the Contractor's work.
3. Designate individual(s) able to make decisions regarding the user agency's program needs and requirements.
4. Execute and administer the user agreement.
5. All Local Government Agencies shall pay the Contractor a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased.

**C. State Responsibilities**

DGS is responsible for the following:

1. Execute and administer the EILS MSA.
2. Monitor quarterly invoice reports.
3. Collect the Local Agency Fee.

**6. PURCHASING**

The following terms and conditions apply to purchases made under this MSA.

- A. User Agreement—Prior to rendering services, Contractor and State Agencies and Local Governmental Agencies must execute a separate user agreement that incorporates all the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind or be in conflict with the terms and conditions of this MSA.

For State Agencies, such user agreement shall be in the form of the Standard Agreement, STD 213 and/or Purchase Order, and for Local Governmental Agencies shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and/or Purchase Orders, and Local Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

- B. User Instructions—User Agencies may purchase under this MSA by following the User Instructions published at Procurement Division’s website: <http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx> or the Cal eProcure website: <https://www.caleprocure.ca.gov/pages/index.aspx>.
- C. For purchases made under this MSA, Contractor will provide EILS services under the terms and conditions defined in the MSA and Exhibits, and specified in the individual subscription agreement. Access to and usage of any other databases, features, and services are excluded. Contractor shall provide quarterly invoice reports detailing excluded charges by User Agency. State Agencies with excluded charges in excess of \$4,999.99 may be subject to DGS review of their purchasing activities.
- D. Processing – Orders will be processed as follows:
1. Exhibit F and Exhibit G Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
  2. California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.
- E. User agency’s acceptance of any “click-through” terms shall not be binding or have any force or effect.

## 7. DELIVERABLES

The Contractor shall provide the following products and services:

Descriptions and pricing of Subscription Services and Printed Products are on Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing; Exhibit H: LexisNexis, a division of RELX Inc. Contractor’s Terms and Conditions; and Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor’s Terms and Conditions.

## 8. CONTENT DELIVERY

The content identified under the SOW shall be delivered to user agencies through a variety of delivery mechanisms including XML, Batch and internet services. The parties

expressly agree that these delivery mechanisms are not part of the work specified in this SOW and that such delivery mechanisms are not SaaS, LaaS or PaaS.

## 9. PRICE ESCALATIONS AND DECLINES

### A. Online Subscriptions

#### 1. Price Escalation

Prices shall be fixed for one (1) year starting from MSA effective date. The Contractor may request approval for an increase of its pricing with supporting documentation to justify such an increase. Acceptable documentation for proposed rate increase is based on the United States Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category. The expenditure category shall be legal services and it shall be the unadjusted percent change for the previous one-year period. Reference to this index may be found at the following web page, subject to change: <http://www.bls.gov/news.release/cpi.toc.htm>.

Rate increase requests will only be considered for requests received by the State's Contract Administrator during the last quarter preceding the end of each one-year period. If an increase is granted, Contractor shall provide a new rate sheet to the State's Contract Administrator. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.

### B. Print Products

#### 1. Price Escalations

Print Products and Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% to 25% off the then-current list prices as such list prices are reflected on the Bookstore (see <https://store.lexisnexis.com/>). The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.

## 10. TECHNICAL SUPPORT

- A. Contractor shall provide research, technical and customer support at no additional cost. Contactor will provide a team of experts available to User Agencies 24 hours a day, seven days a week via toll free phone number:

- **800-543-6862 – LexisNexis products**
- **866-277-8407 – LexisNexis Risk Solutions FL Inc. products**

Lexis Advance chat support is available Monday to Friday 5:00 a.m. through 10:00 p.m. PDT. Accurint chat support is available Monday to Sunday 7:00 a.m. - 9:00

Department of General Services  
Electronic Information Library Services (EILS)

a.m. and 11 a.m. to 1 p.m. PDT. Email support is also available. If the phone number changes, Contractor shall notify the State Contract Administrator and User Agencies online or in writing, as soon as practical or within five (5) days.

<b>HOURS AND SPECIALISTS</b>	<b>RESEARCH SUPPORT</b>
<p>A team of experts available 24 x 7 via a toll-free number. Customer support staff will include professionals with experience in the areas of research for each of the LexisNexis products and solutions.</p>	<p>For questions relating to legal search strategy, materials, and features, experienced Legal Research Associates will help subscribers find results fast. Approximately 90% of the associates hold JDs, and most of them are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals with extensive training. Many Legal Customer Support Representatives who will assist subscribers have practiced in law firms, in corporate counsel offices, and as judicial law clerks.</p>

<b>TECHNICAL SUPPORT</b>	<b>OPERATIONS SUPPORT</b>
<p>Technical experts will respond to subscriber's questions about hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The service is available 24 hours a day. The majority of the technical staff has degrees in disciplines including Management Information Systems, Computer Science and Business Administration. Users will benefit from the representatives' practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.</p>	<p>Operations Support Representatives will assist with systems operations issues such as the print system, ID-related questions and the Alert feature. The service is available 24 hours a day. The specialists have a variety of expertise and education, including bachelor's degrees in communications, business and MIS. Most representatives who will serve a subscriber have worked at least two years as telephonic customer support specialists before they joined LexisNexis.</p>

- B. RELX will provide training for new and existing subscribers at no additional cost upon request. Training can be made available via webinars or onsite, in group



training session or one-on-one. Depending on training topics, sessions can last 30 minutes to an hour.

- C. Basic Accurant Virtual Crime Center (AVCC) Training can be provided for \$495 per student and will be for a period of two weeks for 2 hours a day. This training will be online live training on product functionality and use cases.
- D. RELX will provide free user guides in print or via electronic format when requested. User guides and search tips are also accessible online at no additional cost.

## **11. SETTLEMENT OF DISPUTES**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with User Agency Director or Designee within ten (10) days of discovery of the problem.

- A. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Contractor and the User Agency Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designated representative) of the User Agency for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties to the State of California's policies and procedures. If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.
- B. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Contractor shall continue with the responsibilities under this Agreement during any dispute, unless Contractor believes it is necessary to stop such responsibilities to protect the security and confidentiality of data.
- C. Where there are conflicts, this Agreement takes precedence over the user agreement signed by the User Agency. Please see page 3, Order of Precedence.

## **12. CANCELLATION/TERMINATION**

The State may terminate this Agreement for cause and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- A. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Contract.

- B. Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- C. Notwithstanding any other provision of this Agreement or of law, if at any time during the operation of this Agreement the Federal Government adopts or promulgates a policy, law or regulation prohibiting the State from entering into the contractual arrangement described in the Agreement, this Agreement shall immediately become void and of no further effect, and any sums otherwise due to the Contractor under the terms of this Agreement or by any other remedy of law for services performed under this Agreement shall be forfeited.

### 13. REPORTING

- A. Contractor shall submit quarterly invoice reports for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.
- B. Contractor shall provide a quarterly report on an Excel spreadsheet transmitted electronically to the DGS mailbox at [masters@dgs.ca.gov](mailto:masters@dgs.ca.gov).
- C. Contractor shall remit a quarterly report to the Department of General Services for services performed and/or goods purchased under this Agreement. The quarterly reports include, but are not limited to, the following information:
  - 1. Date of each agency transaction
  - 2. User Agency name (department, agency, etc.)
  - 3. State or Local Agency
  - 4. Invoice number issued by the Contractor
  - 5. Corresponding User Agency user Agreement, Purchase Order or Contract number
  - 6. Plan or option purchases
  - 7. Add-on Content
  - 8. Excluded Charges
  - 9. Type of Service or Product purchased
  - 10. List Price, Contract Price, and total amount of invoice
  - 11. Local Agency Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

**14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. BUDGET CONTINGENCY CLAUSE:**

It is mutually agreed that if the budget act of the current fiscal year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability incurred by the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

### **2. INVOICES**

#### **A. Submission of Invoices**

The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's Subsidiary Agreement. The information is mandatory information to be provided for all invoices:

1. DGS MSA Contract Number
2. User Agency Purchase Order Number
3. User Agency Billing Code
4. User Agency Name
5. User Agency Address
6. Description of services ordered (specific services purchased, tier number, total number of Eligible Persons, etc.)
7. Appropriate pricing information, which shall not exceed rates listed in Exhibits F & G.

B. The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

### **3. PAYMENT**

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered and receipt of goods. The Contractor shall invoice User Agencies monthly in arrears.

### **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C**

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: Except for a successor-in-interest, this Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses relating to persons or real property accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the negligent performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation whose person or real property may be injured or damaged by Contractor in the negligent performance of this Agreement.

6. DISPUTES: Except for State's intellectual property infringement or a Security Event as defined in Section 3 "Security" of the Contractor's "LexisNexis Master Terms and Conditions", Contractor shall continue with the responsibilities under this Agreement during any dispute and the State shall continue to pay for the services delivered.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs. tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement. The Contractor shall complete the work in the time specified in this contract.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and

(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- 1. Definitions:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) "Acceptance Tests" means those tests performed during the Performance period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
  - b) "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
  - c) "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
  - d) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - e) "Buyer" means the State's authorized contracting official.
  - f) "Commercial Hardware" means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - g) "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - h) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - i) "Custom Software" means Software that does not meet the definition of Commercial Software.
  - j) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - k) "Data Processing Subsystem" means a complement of Contractor furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor supplied power and/or signal

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- cables, e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- l) "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
  - m) "Deliverables" means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
  - n) "Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
  - o) "Documentation" means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
  - p) "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
  - q) "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
  - r) "Facility Readiness Date" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
  - s) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
  - t) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
  - u) "Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
  - v) "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
  - w) "Machine" means an individual unit of Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical,

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electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

- x) "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.
- bb) "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) "Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) "Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines (tape-to-disk routines, disk-to-print routines, etc.).

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- ii) "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

**2. CONTRACT FORMATION:**

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

- 3. COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

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- 4. SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
- 5. INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
- 6. APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- 7. COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractors violation of this provision.
  - b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
  - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
  - e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

**10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

**11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets; and
- f) All other attachments incorporated in the Contract by reference.

**12. PACKING AND SHIPMENT:**

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - i. show the number of the container and the total number of containers in the shipment; and
  - ii. the number of the container in which the packing sheet has been enclosed.
- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

**13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

**14. DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

**15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

**16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a



**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

**17. SAMPLES:**

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

**18. WARRANTY:**

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
  - i. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
  - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
  - iii. Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will

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pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
  - i. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
  - ii. should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

**21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not

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- appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
  - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

**22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - i. Stop work as specified in the Notice of Termination.
  - ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - iii. Terminate all subcontracts to the extent they relate to the work terminated.
  - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will

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pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- i. The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
- ii. The total of:
  - A. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
  - B. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
  - C. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

**23. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i. Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
  - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii. Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

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- i. completed Deliverables,
  - ii. partially completed Deliverables, and,
  - iii. subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

**24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform

**25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become

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the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

**26. LIMITATION OF LIABILITY:**

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the

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Contractor's liability for such damages arises out of sub- section b)(i), b)(ii), or b)(iv) above.

**27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

**28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in



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excess of charges made by the Contractor to its other customers for similar Documentation.

- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

**37. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- d) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

**38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof.
- b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of

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Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

**39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

**40. RIGHT TO COPY OR MODIFY:**

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

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**41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

**42. ENCRYPTION/CPU ID AUTHORIZATION CODES:**

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

**43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. patent or US registered copyright by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

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- ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - i. The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
  - ii. The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
  - iii. The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
  - iv. The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

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- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

described in subsection a) above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

**45. STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii. The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- 46. EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours with advance written notice and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
    - i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
    - ii. will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
  - b) “Technical Consulting and Direction” means services for which the Contractor received compensation from the State and includes:
    - i. development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
    - ii. development or design of test requirements;
    - iii. evaluation of test data;
    - iv. direction of or evaluation of another Contractor;
    - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
    - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
  - c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State’s best interest. Except as prohibited by law, the restrictions of this Section will not apply:

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

**48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

**49. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**50. NONDISCRIMINATION CLAUSE:**

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written



**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

**52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - i. the assignee has not been injured thereby, or
  - ii. the assignee declines to file a court action for the cause of action.

**53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

- i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- i. will receive a copy of the company's drug-free policy statement; and,
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**55. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

**56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer

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material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.
- 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this

**GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**

Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

## EXHIBIT E: INSURANCE REQUIREMENTS

### 1. Proof of Insurance

Contractor shall provide proof of insurance, in the form of a certificate to the State. Insurance companies must have an AM Best rating of no less than A- and an AM Best financial size category of no less than VII.

### 2. General Provisions Applying to All Policies

- I. **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate shall be sent to the State within (30) days following the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.
- II. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation or non-renewal that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, suspend or terminate this Contract upon thirty (30) days' notice from the occurrence of such event in which Contractor may remedy the lapsed insurance coverage in question, subject to the provisions of this Contract.
- III. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- IV. **Insurance Carrier Required Rating** – All insurance companies must carry an A.M. Best rating of at least A-VIII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- V. **Endorsements** – Any special requests such as additional insured status, waiver of subrogation, or other requirements must be included in the request for a certificate of insurance. Certificates shall be mailed or emailed directly to the State, unless other instructions are so provided, to the contact name at the fax number, e-mail, and/or address listed in the relevant request for certificate of insurance.
- VI. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor obligations under the Agreement.
- VII. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall require from subcontractors, and share copies of the provided, evidence of insurance to the State, applicable to the work being done.

### 3. Commercial General Liability

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability,

products, completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not to be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. This additional insured endorsement may be blanket or automatic and Contractor's insurance shall be primary and non-contributory.**

#### **4. Auto Liability**

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.** If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

#### **5. Workers' Compensation and Employer's Liability**

Workers' Compensation insurance as required by the State of California, if applicable, shall require (A) Workers' Compensation Limit: Statutory and (B) Employer's Liability: (1) Bodily Injury by Accident, for Each Accident: \$1,000,000 (2) Bodily Injury for Each Employee by Disease: \$1,000,000 and (C) Policy Limit for Bodily Injury by Disease: \$1,000,000.

**Exhibit F – LexisNexis, a division of RELX Inc. Deliverables and Pricing**

**Lexis Content and Solutions**

Pricing below is reflected as a monthly cost. Agencies are required to buy for the total number of professional users employed. A government professional user is defined as an attorney, judge, librarian, researcher, investigator or analyst employed by subscriber.

**Subscription Prices for Quantity of Professional Users (Price per Month, per User Agency)**

**Mandatory State & Federal Core Offerings – Must Choose One**

ID	Product Name	1	2	3	4	5	Each Add'l 6-9	10	Each Add'l 11-24	25	Each Add'l 26+
1011566	CA Enhanced w/Full Federal	\$138	\$222	\$249	\$277	\$305	\$28	\$443	\$28	\$858	\$28
1011511	National Primary Enhanced	\$244	\$390	\$439	\$488	\$537	\$49	\$781	\$49	\$1,512	\$49

**Optional Offerings – Can Be Added to Core Offerings by Agencies as Needed**

ID	Product Name	1	2	3	4	5	Each Add'l 6-9	10	Each Add'l 11-24	25	Each Add'l 26+
1012249	Federal Energy & Utilities Law Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010161	Federal Environment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012372	Premier Federal Environment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010165	Federal Immigration Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012373	Premier Federal Immigration Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010170	Federal Intellectual Property Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2

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1012374	Premier Federal Intellectual Property Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010172	Federal Labor & Employment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012375	Premier Federal Labor & Employment Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1502507	National Defense Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010178	Federal Securities Agency, Admin, & SRO Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012377	Premier Federal Securities Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010182	Federal Tax Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012378	Premier Federal Tax Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1004801	Core Public Records with SmartLink Person, Business and Location Reports	\$246	\$370	\$492	\$578	\$640	\$62	\$947	\$40	\$1,555	\$17
1002300	Core Public Records	\$227	\$341	\$454	\$534	\$590	\$56	\$873	\$37	\$1,433	\$16
1002306	California Public Records plus National Person and Business Finder	\$166	\$249	\$332	\$391	\$432	\$42	\$640	\$28	\$1,050	\$12
1002302	Finder & Assets Public Records	\$138	\$208	\$277	\$326	\$360	\$35	\$534	\$23	\$875	\$10
1002326	California Statewide Public Records	\$112	\$168	\$224	\$263	\$291	\$28	\$430	\$18	\$707	\$7
1002301	Corporate Public Records	\$82	\$124	\$164	\$193	\$213	\$20	\$315	\$14	\$519	\$5
1010612	All Briefs, Pleadings & Motions	\$50	\$80	\$91	\$100	\$110	\$10	\$160	\$10	\$310	\$10
1010064	CA Briefs, Pleadings & Motions	\$27	\$43	\$48	\$53	\$59	\$5	\$85	\$5	\$165	\$5
1011675	All Jury Instructions	\$146	\$219	\$233	\$248	\$263	\$15	\$335	\$15	\$555	\$15
1011402	CA Jury Instructions	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3

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1011415	Employment Litigation Jury Instructions	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3
1010171	Federal Jury Instruction Filings	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3
1000351	Verdict Settlement Analyzer (VSA) with Verdicts & Settlements – National	\$111	\$173	\$207	\$242	\$276	\$22	\$387	\$22	\$719	\$22
1000354	Lexis Medical Navigator® - Research Medical Issues Bundle	\$416	\$583	\$750	\$916	\$1,083	\$166	\$1,916	\$42	\$2,540	\$42
1012392	Medical References - Premium Library	\$488	\$732	\$781	\$830	\$878	\$49	\$1,121	\$49	\$1,853	\$49
1011802	Scientific Publications	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1011842	Medical References	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3
1011482	Scientist Directories	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1502566	Courtroom Medicine Series	\$327	\$491	\$523	\$556	\$589	\$33	\$752	\$33	\$1,243	\$33
1011190	Attorney's Textbook of Medicine	\$126	\$189	\$201	\$214	\$226	\$13	\$289	\$13	\$477	\$13
1010609	Verdicts & Settlements – National	\$69	\$111	\$125	\$138	\$152	\$14	\$222	\$14	\$429	\$14
1010070	CA Verdicts & Settlements	\$36	\$58	\$65	\$72	\$80	\$7	\$116	\$7	\$225	\$7
1010857	All Law Reviews	\$26	\$38	\$40	\$44	\$46	\$2	\$59	\$2	\$97	\$2
1010475	Specialized Law Reviews	\$18	\$28	\$29	\$31	\$33	\$2	\$42	\$2	\$69	\$2
1010107	Core Law Reviews	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1010610	News	\$34	\$54	\$62	\$68	\$75	\$6	\$109	\$6	\$211	\$6
1011823	Legal News	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3
1010020	ALM News, Magazines, Newsletters & Blogs	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1011988	50 State Surveys, Legislation & Regulations	\$34	\$54	\$62	\$68	\$75	\$6	\$109	\$6	\$211	\$6
1011682	Mealey's News Premium Content	\$1,192	\$1,788	\$1,906	\$2,026	\$2,145	\$119	\$2,741	\$119	\$4,528	\$119
1011684	All Mealey's Torts & Insurance Reports	\$1,159	\$1,738	\$1,854	\$1,970	\$2,085	\$116	\$2,665	\$116	\$4,403	\$116
1011683	All Mealey's Torts Reports	\$810	\$1,216	\$1,297	\$1,378	\$1,459	\$81	\$1,864	\$81	\$3,080	\$81

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1517599	Mealey's Franchise Law Report	\$34	\$51	\$54	\$58	\$62	\$3	\$79	\$3	\$130	\$3
1011835	Mealey's Insurance Reports	\$727	\$1,092	\$1,164	\$1,236	\$1,309	\$72	\$1,673	\$72	\$2,764	\$72
1011841	Mealey's Toxic Tort and Environmental Reports	\$561	\$842	\$898	\$954	\$1,011	\$56	\$1,291	\$56	\$2,133	\$56
1011838	Mealey's Litigation Procedure Reports	\$263	\$395	\$421	\$447	\$474	\$27	\$605	\$27	\$1,000	\$27
1011836	Mealey's Intellectual Property Reports	\$255	\$382	\$407	\$432	\$458	\$26	\$586	\$26	\$967	\$26
1011831	Mealey's Asbestos Reports	\$217	\$326	\$347	\$370	\$391	\$21	\$499	\$21	\$825	\$21
1011839	Mealey's Personal Injury and Product Liability Reports	\$166	\$249	\$266	\$282	\$299	\$17	\$382	\$17	\$632	\$17
1011837	Mealey's Labor and Employment Reports	\$96	\$144	\$153	\$163	\$173	\$10	\$220	\$10	\$364	\$10
1011834	Mealey's Health Law Reports	\$94	\$141	\$150	\$160	\$168	\$10	\$215	\$10	\$356	\$10
1012260	All Matthew Bender Library - National	\$1,226	\$1,839	\$1,962	\$2,084	\$2,207	\$122	\$2,819	\$122	\$4,658	\$122
1011995	All Matthew Bender Library - 50 States	\$792	\$1,189	\$1,267	\$1,347	\$1,426	\$79	\$1,822	\$79	\$3,011	\$79
1011526	Forms and Agreements Premium Library	\$404	\$606	\$645	\$686	\$726	\$40	\$929	\$40	\$1,534	\$40
1011512	All ALM Treatises Library	\$349	\$524	\$559	\$594	\$628	\$35	\$803	\$35	\$1,327	\$35
1011667	All CLE Treatises Library	\$184	\$277	\$295	\$313	\$331	\$18	\$424	\$18	\$700	\$18
1010858	All Emerging Issues Analysis	\$134	\$201	\$215	\$228	\$242	\$14	\$309	\$14	\$510	\$14
1011525	Forms and Agreements Essentials Library	\$120	\$181	\$193	\$204	\$216	\$12	\$277	\$12	\$457	\$12
1011532	Products Liability & Torts Premium Library	\$560	\$840	\$897	\$952	\$1,009	\$56	\$1,289	\$56	\$2,129	\$56
1011538	Torts Library	\$540	\$810	\$864	\$918	\$972	\$54	\$1,242	\$54	\$2,052	\$54
1011971	Personal Injury Library	\$528	\$792	\$846	\$898	\$951	\$53	\$1,215	\$53	\$2,008	\$53
1010622	Intellectual Property Library	\$524	\$786	\$838	\$890	\$944	\$52	\$1,206	\$52	\$1,992	\$52

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1011349	International Law Library	\$508	\$763	\$813	\$864	\$915	\$51	\$1,168	\$51	\$1,931	\$51
1011536	Tax Law Library	\$384	\$577	\$616	\$654	\$692	\$38	\$884	\$38	\$1,461	\$38
1010657	Federal Deluxe Library	\$380	\$571	\$608	\$646	\$685	\$38	\$874	\$38	\$1,445	\$38
1010655	Federal Procedure & Practice Library	\$357	\$536	\$571	\$607	\$642	\$35	\$821	\$36	\$1,356	\$35
1011523	Energy & Utilities Library	\$357	\$536	\$571	\$607	\$642	\$35	\$821	\$36	\$1,356	\$35
1010643	Bankruptcy Library	\$343	\$514	\$548	\$583	\$618	\$34	\$789	\$34	\$1,304	\$34
1010635	Real Estate Premium Library	\$321	\$481	\$513	\$545	\$577	\$32	\$737	\$32	\$1,218	\$32
1010620	Labor & Employment Law Library	\$309	\$463	\$494	\$525	\$556	\$31	\$710	\$31	\$1,174	\$31
1011533	Securities Law Library	\$298	\$447	\$477	\$507	\$537	\$30	\$686	\$30	\$1,133	\$30
1010642	Commercial Bankruptcy Library	\$294	\$441	\$471	\$499	\$529	\$30	\$676	\$30	\$1,117	\$30
1011518	Antitrust & Trade Library	\$294	\$441	\$471	\$499	\$529	\$30	\$676	\$30	\$1,117	\$30
1011519	Business & Corporate Law Library	\$294	\$441	\$471	\$499	\$529	\$30	\$676	\$30	\$1,117	\$30
1011513	Corporate Legal General Practice Library	\$286	\$430	\$458	\$487	\$515	\$29	\$659	\$29	\$1,088	\$29
1010626	Criminal Law Library	\$283	\$425	\$454	\$481	\$510	\$29	\$652	\$29	\$1,077	\$29
1010640	Consumer Bankruptcy Library	\$281	\$422	\$449	\$478	\$506	\$28	\$646	\$28	\$1,068	\$28
1010636	Real Estate Enhanced Library	\$273	\$409	\$437	\$463	\$491	\$28	\$627	\$28	\$1,036	\$28
1010619	Banking Library	\$271	\$406	\$432	\$460	\$487	\$27	\$622	\$27	\$1,028	\$27
1010624	Patent Litigation Library	\$267	\$402	\$428	\$455	\$481	\$27	\$615	\$27	\$1,016	\$27
1010862	Estate Planning and Elder Law Library	\$249	\$374	\$398	\$424	\$448	\$24	\$573	\$24	\$947	\$24
1011530	Mergers & Acquisitions Law Library	\$246	\$370	\$394	\$419	\$443	\$24	\$566	\$24	\$935	\$24
1010617	Commercial Law Library	\$230	\$345	\$368	\$391	\$414	\$23	\$529	\$23	\$874	\$23
1011531	Products Liability Library	\$220	\$331	\$353	\$375	\$397	\$22	\$507	\$22	\$838	\$22
1010628	Family Law Library	\$197	\$296	\$315	\$335	\$355	\$19	\$454	\$20	\$749	\$19
1011529	Insurance Law Library	\$182	\$274	\$292	\$310	\$328	\$18	\$419	\$18	\$692	\$18
1010656	Federal Evidence Library	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1011528	Immigration Law Library	\$141	\$211	\$225	\$239	\$253	\$14	\$324	\$14	\$535	\$14

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1010623	Trademark Law Library	\$120	\$181	\$193	\$204	\$216	\$12	\$277	\$12	\$457	\$12
1010621	Employment Litigation Library	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1517244	Corporate Technology Planning Analytical	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1011872	US Supreme Court Cases, Comments and Annotations	\$58	\$86	\$92	\$98	\$103	\$5	\$132	\$5	\$218	\$5
1011387	American Law Institute Restatements	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1011962	Municipal Litigation Reporter	\$18	\$28	\$29	\$31	\$33	\$2	\$42	\$2	\$69	\$2
1011363	ALI-ABA Course of Study Materials	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1011814	Dictionaries	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1010021	American Bar Association Analytical	\$12	\$18	\$19	\$20	\$21	\$1	\$27	\$1	\$45	\$1
1511610	Federal and State Court Orders	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011456	Newsgathering and the Law	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012028	LexisNexis IP Law & Strategy Series	\$281	\$422	\$449	\$478	\$506	\$28	\$646	\$28	\$1,068	\$28
1011220	Energy and Utilities Law Analytical	\$272	\$408	\$435	\$462	\$489	\$27	\$625	\$28	\$1,032	\$27
1010456	International Tax Law Analytical	\$243	\$364	\$389	\$413	\$437	\$24	\$558	\$24	\$922	\$24
1010099	Collier on Bankruptcy	\$196	\$294	\$313	\$333	\$353	\$19	\$450	\$19	\$744	\$19
1010336	Moore's Federal Practice - Civil	\$196	\$294	\$313	\$333	\$353	\$19	\$450	\$19	\$744	\$19
1512260	Royalty Rates for IP Licensing	\$193	\$290	\$309	\$328	\$347	\$19	\$443	\$19	\$733	\$19
1010051	Bender's Federal Practice Forms	\$175	\$262	\$279	\$297	\$314	\$17	\$402	\$17	\$663	\$17
1010442	Personal Injury: Actions, Defenses, Damages	\$167	\$251	\$267	\$284	\$301	\$17	\$384	\$17	\$636	\$17
1510077	Getting the Deal Through: Banking	\$165	\$248	\$264	\$281	\$297	\$17	\$380	\$17	\$627	\$16
1510074	Getting the Deal Through: Business & Corporate	\$165	\$248	\$264	\$281	\$297	\$17	\$380	\$17	\$627	\$16
1010057	Benedict on Admiralty	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1010087	Chisum on Patents	\$153	\$230	\$245	\$261	\$276	\$15	\$353	\$15	\$583	\$15
1011421	Federal Securities Analytical	\$149	\$224	\$239	\$253	\$268	\$15	\$343	\$15	\$567	\$15

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1010391	Nichols on Eminent Domain	\$149	\$224	\$239	\$253	\$268	\$15	\$343	\$15	\$567	\$15
1010449	Frumer & Friedman, Products Liability	\$146	\$219	\$233	\$248	\$263	\$15	\$335	\$15	\$555	\$15
1010061	Business Organizations with Tax Planning	\$145	\$217	\$232	\$246	\$261	\$15	\$333	\$15	\$551	\$15
1010033	Antitrust Laws and Trade Regulation Analytical	\$144	\$216	\$230	\$245	\$259	\$15	\$331	\$15	\$546	\$14
1010450	Purchase and Sale of Real Property Analytical	\$142	\$213	\$227	\$241	\$255	\$14	\$326	\$14	\$538	\$14
1011361	Agricultural Law	\$133	\$200	\$213	\$227	\$240	\$14	\$307	\$14	\$506	\$13
1510076	Getting the Deal Through: Antitrust	\$132	\$198	\$211	\$225	\$237	\$13	\$304	\$13	\$502	\$13
1010271	Larson's Workers' Compensation Law	\$129	\$194	\$207	\$219	\$232	\$13	\$296	\$13	\$490	\$13
1011825	Lexis Tax Advisor- Federal Topical	\$127	\$191	\$202	\$215	\$228	\$13	\$292	\$13	\$481	\$13
1010004	Zoning and Land Use Controls Analytical	\$127	\$191	\$202	\$215	\$228	\$13	\$292	\$13	\$481	\$13
1010443	Powell on Real Property	\$117	\$176	\$187	\$199	\$211	\$12	\$269	\$12	\$445	\$12
1010533	Weinstein's Federal Evidence	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1011470	Patent Office Rules and Practice	\$114	\$171	\$182	\$194	\$206	\$12	\$262	\$12	\$433	\$12
1010500	UCC Reporter - Digest	\$114	\$171	\$182	\$194	\$206	\$12	\$262	\$12	\$433	\$12
1011397	Business Crime Analytical	\$113	\$169	\$181	\$192	\$203	\$12	\$260	\$12	\$429	\$12
1010164	Federal Criminal Practice and Procedure Analytical	\$112	\$168	\$179	\$191	\$201	\$12	\$258	\$12	\$425	\$11
1010111	Criminal Defense Techniques	\$111	\$166	\$177	\$189	\$199	\$11	\$255	\$11	\$421	\$11
1010453	Real Estate Financing Analytical	\$109	\$163	\$174	\$184	\$196	\$11	\$250	\$11	\$413	\$11
1010054	Bender's Forms of Discovery Interrogatories	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1010130	Debtor-Creditor Law	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1011485	Tax Practice Insights	\$104	\$157	\$167	\$178	\$187	\$11	\$240	\$11	\$396	\$11

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1011472	Proving Medical Diagnosis & Prognosis	\$100	\$150	\$160	\$170	\$180	\$10	\$230	\$10	\$380	\$10
1010104	Construction Law	\$99	\$149	\$159	\$168	\$178	\$10	\$228	\$10	\$376	\$10
1010212	Government Contracts: Law, Administration and Procedures	\$94	\$141	\$150	\$160	\$168	\$10	\$215	\$10	\$356	\$10
1010451	Rabkin & Johnson Current Legal Forms with Tax Analysis	\$92	\$137	\$147	\$155	\$165	\$10	\$211	\$10	\$348	\$10
1010095	Collier Bankruptcy Practice Guide	\$91	\$136	\$145	\$154	\$163	\$9	\$209	\$10	\$344	\$9
1010098	Collier Commercial Bankruptcy Analytical	\$91	\$136	\$145	\$154	\$163	\$9	\$209	\$10	\$344	\$9
1010007	Administrative Law	\$87	\$131	\$140	\$148	\$158	\$9	\$201	\$9	\$332	\$9
1011313	Professional Corporations & Associations	\$86	\$130	\$138	\$147	\$155	\$9	\$198	\$9	\$328	\$9
1010270	Larson's Employment Discrimination Analytical	\$85	\$128	\$136	\$145	\$153	\$9	\$196	\$9	\$324	\$9
1011812	Courtroom Toxicology	\$85	\$128	\$136	\$145	\$153	\$9	\$196	\$9	\$324	\$9
1010103	Condominium Law and Practice: Forms	\$83	\$125	\$133	\$142	\$149	\$9	\$191	\$9	\$315	\$9
1510075	Getting the Deal Through: Transportation	\$82	\$124	\$131	\$140	\$148	\$9	\$189	\$9	\$312	\$9
1010392	Nimmer on Copyright	\$78	\$117	\$125	\$132	\$140	\$7	\$179	\$7	\$295	\$7
1011230	Forms & Procedures Under the UCC	\$75	\$112	\$119	\$127	\$134	\$7	\$171	\$7	\$283	\$7
1010060	Business Law Monographs	\$75	\$112	\$119	\$127	\$134	\$7	\$171	\$7	\$283	\$7
1010049	Bankruptcy Law Emerging Issues	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1010108	Corporate Acquisitions and Mergers	\$68	\$102	\$109	\$116	\$122	\$6	\$157	\$6	\$259	\$6
1010323	Milgrim on Trade Secrets	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1510085	Getting the Deal Through: Energy	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1010005	Kuntz, Law of Oil and Gas	\$65	\$98	\$104	\$111	\$117	\$6	\$149	\$6	\$247	\$6
1011824	Lexis Internal Revenue Code Explanations	\$63	\$95	\$100	\$107	\$113	\$6	\$145	\$6	\$239	\$6

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1502293	Veterans Analytical	\$63	\$95	\$126	\$158	\$189	\$32	\$346	\$31	\$817	\$32
1011426	Franchising	\$62	\$93	\$99	\$105	\$111	\$6	\$142	\$6	\$234	\$6
1010209	Gilson on Trademarks	\$60	\$89	\$96	\$101	\$108	\$6	\$137	\$6	\$227	\$6
1010364	UCC Article 9 Analytical	\$60	\$89	\$96	\$101	\$108	\$6	\$137	\$6	\$227	\$6
1011207	Comparative Negligence Law Analytical	\$60	\$89	\$96	\$101	\$108	\$6	\$137	\$6	\$227	\$6
1010186	Federal Trial and Evidence Analytical	\$59	\$88	\$94	\$100	\$105	\$5	\$135	\$6	\$223	\$5
1011320	Smit & Herzog on the Law of the European Union	\$59	\$88	\$94	\$100	\$105	\$5	\$135	\$6	\$223	\$5
1010150	Family Law - Marital Property Analytical	\$59	\$88	\$94	\$100	\$105	\$5	\$135	\$6	\$223	\$5
1010173	Federal Litigation Guide	\$58	\$86	\$92	\$98	\$103	\$5	\$132	\$5	\$218	\$5
1010337	Moore's Federal Practice - Criminal	\$56	\$85	\$91	\$96	\$101	\$5	\$130	\$5	\$214	\$5
1010527	Warren's Forms of Agreements	\$55	\$83	\$88	\$94	\$100	\$5	\$128	\$5	\$211	\$5
1011206	Commercial Finance Analytical	\$53	\$80	\$85	\$91	\$96	\$5	\$122	\$5	\$202	\$5
1010448	Premises Liability Law and Practice Analytical	\$53	\$80	\$85	\$91	\$96	\$5	\$122	\$5	\$202	\$5
1011453	Military Criminal Justice Analytical	\$49	\$73	\$79	\$83	\$88	\$5	\$113	\$5	\$186	\$5
1010096	Collier Consumer Bankruptcy Analytical	\$47	\$70	\$75	\$80	\$84	\$4	\$108	\$4	\$178	\$4
1011343	World Trademark Law and Practice	\$46	\$69	\$73	\$78	\$82	\$4	\$105	\$4	\$174	\$4
1011416	Energy Law and Transactions	\$46	\$69	\$73	\$78	\$82	\$4	\$105	\$4	\$174	\$4
1010279	Litigation Practice & Procedure Emerging Issues	\$44	\$66	\$70	\$75	\$79	\$4	\$100	\$4	\$166	\$4
1011321	Social Security Analytical	\$43	\$64	\$68	\$72	\$77	\$4	\$98	\$4	\$162	\$4
1511836	Accounting Emerging Issues	\$39	\$60	\$63	\$67	\$71	\$4	\$91	\$4	\$150	\$4
1011422	FIS Regulatory Advisory Services Manual Analytical	\$36	\$54	\$58	\$62	\$65	\$3	\$83	\$3	\$137	\$3

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1011259	Larson's Workers' Compensation, Desk Edition	\$35	\$53	\$56	\$60	\$63	\$3	\$81	\$3	\$133	\$3
1011383	ALM Reorganizations Under Chapter 11 of the Bankruptcy Code	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1010540	Williams and Meyers, Oil and Gas Law	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1010177	Federal Rules of Evidence Manual	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010436	Patent Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010492	Trademark Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010105	Copyright Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010241	Immigration Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010477	Tax Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010249	International Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010046	Banking and Financial Services Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010059	Business & Corporate Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010101	Commercial Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010113	Criminal Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010143	Estates, Gifts & Trusts Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010151	Family Law Emerging Issues only	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1011430	Health Care Law Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010247	Insurance Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010541	Workers' Compensation Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010267	Labor & Employment Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010452	Real Estate Emerging Issues	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1010106	Corbin on Contracts	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3

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1011340	Waters and Water Rights	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3
1010094	Collier Bankruptcy Case Update	\$27	\$40	\$43	\$46	\$48	\$2	\$62	\$3	\$101	\$2
1010163	Federal Evidence Practice Guide	\$27	\$40	\$43	\$46	\$48	\$2	\$62	\$3	\$101	\$2
1011231	Forms of Agreement Desk Editions Analytical	\$27	\$40	\$43	\$46	\$48	\$2	\$62	\$3	\$101	\$2
1011223	European Competition Laws	\$21	\$32	\$34	\$36	\$38	\$2	\$49	\$2	\$81	\$2
1011445	Lawyers' Medical Cyclopedia	\$20	\$31	\$32	\$34	\$36	\$2	\$47	\$2	\$77	\$2
1011388	American Law of Mining	\$19	\$29	\$31	\$33	\$34	\$2	\$44	\$2	\$72	\$2
1011246	International Pharmaceutical Law and Practice	\$17	\$26	\$28	\$29	\$31	\$2	\$39	\$2	\$65	\$2
1011203	Collier Real Estate Transactions & the Bankruptcy Code	\$15	\$22	\$23	\$26	\$27	\$1	\$34	\$1	\$56	\$1
1011483	Sports Law Practice	\$14	\$21	\$22	\$23	\$24	\$1	\$32	\$1	\$52	\$1
1011481	Scientific Evidence	\$13	\$19	\$20	\$21	\$23	\$1	\$30	\$1	\$49	\$1
1010532	Weinstein's Evidence Manual	\$12	\$18	\$19	\$20	\$21	\$1	\$27	\$1	\$45	\$1
1516768	Renewable Energy Analytical	\$12	\$18	\$19	\$20	\$21	\$1	\$27	\$1	\$45	\$1
1012255	Bender's Immigration Litigation Forms	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1502583	The TILA-RESPA Disclosure Integration Manual	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010100	Collier Pamphlet Edition	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012067	United States International Insolvency Law	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010187	Felix S. Cohen's Handbook of Federal Indian Law	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1517563	Bankruptcy & Insolvency Taxation	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012387	Bank Law & Regulatory Report	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011391	Arkfeld's Electronic Discovery and Evidence Analytical	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011418	Evidentiary Foundations	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1

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1011438	Judicial Conduct and Ethics	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1011491	The Law of Commercial Trucking	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1012041	Murray on Contracts	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010311	Medical Malpractice Analytical	\$176	\$264	\$281	\$299	\$316	\$17	\$405	\$18	\$668	\$17
1508871	XperTHR Analytical	\$165	\$248	\$264	\$281	\$297	\$17	\$380	\$17	\$627	\$16
1511789	Hydraulic Fracturing Analytical	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010630	CA Practice Library	\$330	\$495	\$528	\$561	\$594	\$33	\$759	\$33	\$1,255	\$33
1511857	CA Ultimate Practice Guide & Treatise Library	\$148	\$223	\$236	\$251	\$266	\$15	\$341	\$15	\$562	\$15
1010631	CA Civil Litigation Library	\$263	\$395	\$421	\$447	\$474	\$27	\$605	\$27	\$1,000	\$27
1010293	CA Matthew Bender Practice Guides Analytical	\$65	\$98	\$104	\$111	\$117	\$6	\$149	\$6	\$247	\$6
1011688	ALM Judicial Profiles	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1
1010076	CA Forms of Pleading and Practice- Annotated	\$134	\$201	\$215	\$228	\$242	\$14	\$309	\$14	\$510	\$14
1010081	CA Real Estate Analytical	\$128	\$192	\$204	\$217	\$230	\$13	\$294	\$13	\$486	\$13
1010073	CA Labor & Employment Analytical	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1010078	CA Legal Forms: Transaction Guide	\$110	\$165	\$176	\$186	\$197	\$11	\$252	\$11	\$416	\$11
1010079	CA Points and Authorities	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1010074	CA Family Law Analytical	\$107	\$160	\$170	\$181	\$192	\$11	\$245	\$11	\$405	\$11
1010082	CA Personal Injury Analytical	\$85	\$128	\$136	\$145	\$153	\$9	\$196	\$9	\$324	\$9
1010077	CA Insurance Law Analytical	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1010217	CA Worker's Compensation Analytical	\$55	\$83	\$88	\$94	\$100	\$5	\$128	\$5	\$211	\$5
1011265	Marsh & Volk Practice Under the CA Securities Laws	\$38	\$58	\$62	\$65	\$69	\$4	\$88	\$4	\$146	\$4
1518925	James Publishing California Analytical	\$30	\$45	\$48	\$51	\$53	\$3	\$68	\$3	\$113	\$3
1011400	CA Intellectual Property Handbook	\$11	\$16	\$17	\$18	\$19	\$1	\$24	\$1	\$40	\$1

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1522319	Law360 Tax Authority / MLex US Tax Watch	\$93	\$151	\$200	\$244	\$284	\$40	\$487	\$26	\$870	\$21
1522431	Ravel Case Reporter PDFs	\$26	\$40	\$46	\$51	\$55	\$4	\$77	\$3	\$125	\$2
1520564	The Wagstaffe Group Practice Guide: Federal Civil Procedure Before Trial	\$97	\$121	\$127	\$131	\$136	\$5	\$160	\$4	\$225	\$3
1011666	All Matthew Bender Library	\$1,564	\$1,955	\$2,033	\$2,112	\$2,190	\$78	\$2,580	\$78	\$3,754	\$53
1522978	Practical Guidance – All Practice Areas	\$681	\$1,191	\$1,701	\$2,212	\$2,722	\$510	\$5,274	\$68	\$6,295	\$68
1531529	Practical Guidance - Business & Commercial Bundle	\$309	\$437	\$564	\$692	\$820	\$128	\$1,459	\$30	\$1,906	\$30
1000768	Practical Guidance - Real Estate	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000773	Practical Guidance - Labor and Employment/Employee Benefits and Executive Compensation	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1524244	Practical Guidance - Trusts & Estates	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1522381	Practical Guidance – Civil Litigation	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000769	Practical Guidance - Intellectual Property & Technology/Data Security & Privacy	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1523615	Practical Guidance - Corporate and M&A	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1524246	Practical Guidance - Insurance	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1526113	Practical Guidance - Energy & Utilities	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000357	Practical Guidance - Bankruptcy	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1000359	Practical Guidance - Capital Markets & Corporate Governance	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1523399	Practical Guidance - Private Equity & Investment Management	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17

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1524628	Practical Guidance - Finance	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1523701	Practical Guidance - Tax with Law 360	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1528598	Practical Guidance - Life Sciences	\$170	\$298	\$426	\$554	\$682	\$128	\$1,321	\$17	\$1,576	\$17
1534660	Lexis+™ Practical Guidance - State & Local Government	\$150	\$241	\$331	\$422	\$511	\$37	\$700	\$22	\$1,038	\$14
1534508	Education Law Analytical	\$28	\$42	\$45	\$47	\$50	\$3	\$64	\$3	\$105	\$3
1534457	Federal Antitrust Law Analytical	\$97	\$146	\$155	\$165	\$175	\$10	\$223	\$10	\$368	\$10
1534485	Patent Litigation Analytical	\$47	\$70	\$75	\$80	\$84	\$4	\$108	\$4	\$178	\$4
1534545	Labor and Employment Law Analytical	\$151	\$227	\$242	\$257	\$273	\$15	\$348	\$15	\$575	\$15
1534553	Criminal Practice and Procedure Analytical	\$145	\$217	\$232	\$246	\$261	\$15	\$333	\$15	\$551	\$15
1534464	Corporate Law Analytical	\$136	\$204	\$218	\$232	\$245	\$14	\$313	\$14	\$518	\$14
1534542	Civil Procedure Analytical	\$292	\$364	\$379	\$393	\$408	\$44	\$480	\$17	\$700	\$17
1534465	Family Law Analytical	\$129	\$194	\$207	\$219	\$232	\$13	\$296	\$13	\$490	\$13
1534549	National Banking Law Analytical	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1534493	Mergers & Acquisitions Law Analytical	\$170	\$213	\$220	\$229	\$237	\$23	\$280	\$5	\$408	\$5
1534455	Intellectual Property Analytical	\$273	\$340	\$354	\$367	\$381	\$40	\$449	\$16	\$653	\$16
1534462	Health Care Law and Practice Analytical	\$113	\$169	\$181	\$192	\$203	\$12	\$260	\$12	\$429	\$12
1534552	Computer & Internet Law Analytical	\$212	\$264	\$275	\$285	\$296	\$31	\$349	\$10	\$508	\$10
1534507	Accounting Analytical	\$121	\$152	\$158	\$164	\$170	\$16	\$200	\$1	\$292	\$1
1534456	New Appleman Premium Analytical	\$138	\$174	\$180	\$187	\$194	\$18	\$229	\$2	\$332	\$2
1534460	Products Liability Analytical	\$92	\$114	\$118	\$122	\$128	\$11	\$150	\$1	\$218	\$1
1534528	Immigration Law Analytical	\$116	\$146	\$151	\$157	\$163	\$15	\$192	\$1	\$279	\$1
1534547	Investment Funds Analytical	\$273	\$340	\$354	\$367	\$381	\$40	\$449	\$16	\$653	\$16
1534546	Torts Analytical	\$310	\$387	\$403	\$417	\$433	\$47	\$511	\$19	\$743	\$19

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1534550	Real Property Law Analytical	\$67	\$101	\$108	\$114	\$120	\$6	\$154	\$6	\$255	\$6
1534594	Estate Planning Analytical	\$63	\$95	\$100	\$107	\$113	\$6	\$145	\$6	\$239	\$6
1534548	Commercial Law Analytical	\$230	\$345	\$368	\$391	\$414	\$23	\$529	\$23	\$874	\$23
1534544	Insurance Law Analytical	\$182	\$274	\$292	\$310	\$328	\$18	\$419	\$18	\$692	\$18
1534461	Elder Law Analytical	\$39	\$60	\$63	\$67	\$71	\$4	\$91	\$4	\$150	\$4
1534466	Copyright Law Analytical	\$31	\$38	\$39	\$40	\$43	\$1	\$50	\$1	\$72	\$1
1534458	Environmental Law Analytical	\$134	\$201	\$215	\$228	\$242	\$14	\$309	\$14	\$510	\$14
1534463	Governments Analytical	\$72	\$92	\$95	\$98	\$102	\$7	\$120	\$1	\$175	\$1
1534551	Federal Tax Practice and Procedure Analytical	\$29	\$44	\$46	\$49	\$52	\$3	\$66	\$3	\$110	\$3
1534504	Civil Rights Analytical	\$60	\$75	\$78	\$81	\$83	\$5	\$98	\$1	\$144	\$1
1534543	Tax Law Analytical	\$151	\$189	\$196	\$203	\$211	\$20	\$249	\$4	\$362	\$4
1534495	Tax-Exempt Organizations Analytical	\$60	\$75	\$78	\$81	\$83	\$5	\$98	\$1	\$144	\$1
1534467	Communications Analytical	\$49	\$61	\$63	\$66	\$68	\$4	\$80	\$1	\$116	\$1
1534488	Trademark and Unfair Competition Analytical	\$12	\$15	\$16	\$16	\$17	\$1	\$20	\$1	\$29	\$1
1512957	Legislative Outlook Gauge with Link Detail View	\$60	\$75	\$78	\$81	\$83	\$5	\$98	\$1	\$144	\$1
1509667	All Legislative Bill Histories	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1011966	City and County Attorney Premium Library	\$333	\$501	\$534	\$567	\$600	\$33	\$0	\$767	\$33	\$0
1011969	Prosecutor Premium Library	\$274	\$411	\$438	\$465	\$493	\$28	\$0	\$629	\$28	\$0
1534945	Public Defender Premium Library	\$218	\$328	\$350	\$372	\$393	\$22	\$503	\$22	\$830	\$22
1511803	CA Trial Court Orders	\$20	\$32	\$36	\$40	\$45	\$4	\$65	\$4	\$126	\$4
1512258	Trial Court Orders - National	\$75	\$119	\$134	\$149	\$164	\$15	\$239	\$15	\$462	\$15
1534492	CA Criminal Practice Analytical	\$135	\$203	\$216	\$230	\$244	\$14	\$311	\$14	\$514	\$14
1534513	CA Business & Corporate Law Analytical	\$133	\$200	\$213	\$227	\$240	\$14	\$307	\$14	\$506	\$13
1534459	CA Civil Practice Analytical	\$129	\$194	\$207	\$219	\$232	\$13	\$296	\$13	\$490	\$13

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1534511	CA Environmental & Energy Analytical	\$73	\$111	\$117	\$125	\$132	\$7	\$169	\$7	\$279	\$7
1537088	CA National Government Package	\$500	\$590	\$696	\$821	\$970	\$80	\$1,350	\$40	\$1,850	\$38
1537070	CA State Government Package	\$425	\$502	\$592	\$698	\$825	\$68	\$1,148	\$34	\$1,573	\$32
1519127	Analytical Materials Library	\$746	\$1,065	\$1,183	\$1,278	\$1,385	\$53	\$1,651	\$48	\$2,769	\$48
1527690	Context Litigation Analytics for SLG	\$324	\$518	\$583	\$648	\$712	\$101	\$1,218	\$59	\$1,804	\$37
<del>1529045</del> *1529045*	Everything CourtLink	\$100	\$200	\$300	\$400	\$500	\$63	\$815	\$42	\$1,445	\$40
1000761	Lexis® for Microsoft Office with Document Tools	\$39	\$66	\$96	\$124	\$149	\$27	\$256	\$21	\$485	\$19
1540558	CA Automated Wills & Trusts Automated Templates	\$170	\$187	\$204	\$221	\$238	\$17	\$323	\$17	\$561	\$16
1540559	CA Automated Judicial Council Automated Templates	\$76	\$84	\$91	\$99	\$106	\$7	\$141	\$7	\$239	\$6
1540560	CA Automated Criminal Jury Instructions- CALCRIM (via Download Center)	\$49	\$54	\$59	\$64	\$69	\$5	\$94	\$5	\$164	\$4
1540561	CA Automated Civil Jury Instructions- CACI (via Download Center)	\$47	\$52	\$56	\$61	\$66	\$5	\$91	\$5	\$161	\$4
1540562	Southern CA Automated County Forms (via Download Center)	\$35	\$39	\$42	\$46	\$49	\$3	\$64	\$3	\$106	\$2
1540563	Northern CA Automated County Forms (via Download Center)	\$35	\$39	\$42	\$46	\$49	\$3	\$64	\$3	\$106	\$2
1540564	CA Automated Workers Compensation Forms (via Download Center)	\$56	\$62	\$67	\$73	\$78	\$5	\$103	\$5	\$173	\$4
*1000690	Inter-Document Linking	\$44	\$83	\$122	\$162	\$201	\$39	\$397	\$33	\$900	\$31
1011199	CA Legislative Bill History	\$15	\$23	\$27	\$30	\$33	\$3	\$48	\$3	\$93	\$3
1011225	Federal Legislative Bill History	\$15	\$23	\$27	\$30	\$33	\$3	\$48	\$3	\$93	\$3

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1012379	All Premier Federal Agency & Admin Materials	\$36	\$58	\$65	\$72	\$80	\$7	\$116	\$7	\$225	\$7
1011964	All Federal Agency & Admin Materials	\$20	\$32	\$36	\$40	\$45	\$4	\$65	\$4	\$126	\$4
1012376	Premier Federal Misc. Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010175	Federal Core Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1010155	Federal Banking Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012370	Premier Federal Banking Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1012371	Premier Federal Energy & Utilities Law Agency & Admin Materials	\$11	\$17	\$19	\$21	\$23	\$2	\$34	\$2	\$66	\$2
1000355	MedMal Navigator – Medical Litigator (Only available in select states)	\$596	\$835	\$1,074	\$1,312	\$1,551	\$239	\$2,743	\$60	\$3,638	\$60
1010611	News with Factiva	\$68	\$109	\$122	\$136	\$150	\$14	\$218	\$14	\$423	\$14
1011832	Mealey's Banking and Financial Reports	\$82	\$124	\$131	\$140	\$148	\$9	\$189	\$9	\$312	\$9
1011833	Mealey's Bankruptcy Reports	\$66	\$99	\$105	\$112	\$119	\$6	\$152	\$6	\$251	\$6
1502506	Mealey's Fracking Report	\$56	\$85	\$91	\$96	\$101	\$5	\$130	\$5	\$214	\$5
1011830	Mealey's Antitrust and Unfair Competition Reports	\$49	\$73	\$79	\$83	\$88	\$5	\$113	\$5	\$186	\$5
1011840	Mealey's Securities and D&O Liability Reports	\$48	\$72	\$77	\$82	\$86	\$4	\$111	\$5	\$182	\$4
1504009	Mealey's Affordable Care Act Report	\$35	\$53	\$56	\$60	\$63	\$3	\$81	\$3	\$133	\$3
1510092	Mealey's Water Rights Report	\$34	\$51	\$54	\$58	\$62	\$3	\$79	\$3	\$130	\$3
1511870	Mealey's Native American Law Report	\$34	\$51	\$54	\$58	\$62	\$3	\$79	\$3	\$130	\$3

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1513358	Mealey's Data Privacy Report	\$32	\$48	\$51	\$54	\$58	\$3	\$73	\$3	\$121	\$3
1011674	All Directories	\$18	\$28	\$29	\$31	\$33	\$2	\$42	\$2	\$69	\$2
1011804	All Company & Financial	\$68	\$102	\$109	\$116	\$122	\$6	\$157	\$6	\$259	\$6
1011862	SEC Filings	\$17	\$26	\$28	\$29	\$31	\$2	\$39	\$2	\$65	\$2
1011516	All West Jurisprudences Library	\$229	\$344	\$366	\$390	\$412	\$22	\$527	\$23	\$870	\$22
1011970	ALR & AMJUR Library	\$173	\$259	\$276	\$293	\$311	\$17	\$397	\$17	\$656	\$17
1011517	All Witkin Library	\$50	\$76	\$80	\$85	\$91	\$5	\$115	\$5	\$191	\$5
1011386	American Jurisprudence	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1011389	American Law Reports (ALR)	\$115	\$173	\$184	\$196	\$207	\$12	\$264	\$12	\$437	\$12
1011401	CA Jurisprudence	\$69	\$104	\$111	\$118	\$125	\$6	\$160	\$7	\$263	\$6
1011505	Witkin & Epstein California Criminal Law	\$31	\$47	\$49	\$52	\$55	\$3	\$71	\$3	\$117	\$3
1011954	All LexisNexis Forms	\$269	\$405	\$431	\$458	\$485	\$27	\$620	\$27	\$1,023	\$27
1011945	CA LexisNexis Forms	\$111	\$166	\$177	\$189	\$199	\$11	\$255	\$11	\$421	\$11
1011967	City Attorney Enhanced Library	\$194	\$291	\$310	\$329	\$349	\$19	\$446	\$19	\$737	\$19
1011968	City Attorney Basic Library	\$108	\$162	\$173	\$183	\$194	\$11	\$247	\$11	\$409	\$11*

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- CourtLink allows users to gain critical insights by leveraging the broad collection of timely and topical court documents via the LexisNexis services. This preeminent docket research database is offered with **unlimited access at a flat rate** to a complete docket service, thereby **eliminating unpredictable, transactional costs**. The ability to retrieve the docket sheet and all available documents in addition to the filing information are included under this proposal.

Because CourtLink is now built into Lexis, there are even more benefits for users such as:

- Save time with faster, easier navigation. Clear, direct pathways mean fewer steps so users quickly finish tasks to get necessary information.
- Work more productively using more modern, consistent tools and capabilities. Managing dockets, running searches and setting up Alerts has never been easier.
- Work smarter and more economically. Stronger integrations with other Lexis sources lets users expand their research without switching services. Customers have convenient, integrated access to the LexisNexis services, tools and content they depend on. For example, users can move easily from CourtLink dockets to additional information in Lexis case law just a click away.

## Online Law Library Solutions for California Correctional Facilities

### **Online Legal Research Solutions for Correctional Facilities via a Custom Interface (CI)**

Through a LexisNexis online CI, Agencies will meet its obligation to provide inmates cost-effective access to a complete set of compliant legal research materials that meets or exceeds the statutory and regulatory requirement. The core collection of resources has been designed specifically for use in an institutional environment via a CI that meets security requirements. Inmates will access all the legal-research content they need. Content can be further customized to meet the needs of a particular agency. Content is updated continuously.

<b>Number of Access Points</b>	<b>Monthly Per Access Point (2022)</b>	<b>Monthly Per Access Point (2023)</b>	<b>Monthly Per Access Point (2024 and beyond)</b>
1	\$395	\$407	\$419
2-4	\$325	\$335	\$345
5-9	\$295	\$304	\$313
10-19	\$277	\$285	\$294

*For twenty (20) or more access points, please contact your LexisNexis Representative for custom pricing/discounts for larger enterprise installations or for custom content assemblies.*

The Core content package contains the same content as listed under the section "Distributed Media for California Correctional Facilities - Legal Research Solutions for Correctional Facilities via External Hard Drives (EHDs)" elsewhere in this agreement. As noted above, that content set may be further customized upon request.

### **Security Features**

The LexisNexis CI promotes security because it:

- Prevents right mouse clicks and other attempts to access the Internet.
- Enables hyper-linking to documents within your facility's LexisNexis subscription, but does not allow access to other websites.
- Blocks access to email or 'mailto' links within product Web Pages.
- Limits access to a specific IP address that meets security requirements.

Security for the CI is comprised of two key safeguards: your portion (e.g., network security) and the online portion (e.g., LexisNexis Product Security). Together, these components partner to form a secure session in which users can conduct their research without access to any extraneous Web sites and/or materials.

LexisNexis has implemented two levels of IP authentication and an advanced firewall that not only restricts access into the system, but also restricts the content coming out of the system to the user's screen. If a user clicks on a link to materials or a Web site that the user should not access, the materials will be blocked by our firewall, and an error message will be displayed. LexisNexis Field Engineers would be available to Agency staff

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members to help them adjust their networks security to permit access to only the LexisNexis domain via SSL.

## Distributed Media for California Correctional Facilities

### Legal Research Solutions for Correctional Facilities via External Hard Drives (EHDs)

For purposes of this MSA, EHDs are "Hardware" and include pre-loaded "Software."

The LexisNexis California EHD Prison Solution provides California correctional facilities with a cost-effective alternative to print/CD/DVD law libraries, providing inmates with access to relevant legal materials in a turnkey, off-line electronic format. Inmates conduct legal research in complete security because no Internet connection is necessary. EHDs are updated on a quarterly basis.

Number of Terminal Licenses	Annual Cost Per Licenses for Year 1*	Monthly Cost Per Licenses for Year 1*
1	\$8,400	\$700
2-20	\$4,620	\$385
21-50	\$3,996	\$333
51-250	\$2,700	\$225
251-500	\$2,400	\$200
501 or more	\$1,680	\$140

\*Prices for subsequent years will be governed by the escalation schedule described in Section VIII of the Statement of Work.

The California Prison Solutions EHD research collection includes the following California state and federal materials.

#### Federal

- U.S. Supreme Court Cases
- U.S. Code Service
- U.S. Constitution
- Federal Court Rules
- All Federal Cases, including Supreme Court, all Circuit Court of Appeals, and all District Court decisions

#### State

- Deering's California Codes Annotated
- California Code of Regulations
- California Official Reports
- California Court Rules
- California Local Court Rules
- California Judicial Council Criminal Jury Instruction

#### Analytical

- California Criminal Defense Practice
- California Family Law Practice
- California Criminal Discovery
- California Evidence Courtroom Manual
- California Juvenile Courts Practice and Procedure
- California Forms of Pleading and Practice
- Ballentine's Law Dictionary, 3rd. ed.
- Federal Habeas Corpus Practice and Procedure
- California Family Law Litigation Guide

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- Constitutional Rights of Prisoners
- California Courtroom Evidence
- Moore's Federal Practice - Criminal and Civil
- Civil Rights Actions
- Spanish/English Legal Dictionary

**Citations**

- *Shepard's* Federal and U.S. Citations
- *Shepard's* - California Citations

EHD medium can be installed on networked or stand-alone computers or touch screen kiosks and uses a 2.0 or 3.0 USB connection. Depending on the configuration an agency chooses, an EHD might not be required for every terminal. LexisNexis has instituted a recycling program of expired EHD's (at no cost to the agency), and requires the agency to participate when quantities are in excess of 50 EHD's shipped per update.

## **Exhibit G - LexisNexis Risk Solutions Deliverables and Pricing**

### The Licenses for the products offered by Risk Solutions

The products offered by LN Risk Solutions FL Inc. ("LN") involve personally identifiable information ("PII"). The use of PII is heavily regulated by federal as well as state statutes. The Consumer Financial Protection Bureau ("CFPB") as well as State Attorney Generals' offices around the country are involved in ensuring that the statutes are not violated where PII is being used. Some of the more significant federal statutes that govern the PII that LN licenses are the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), and the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.). In particular, the FCRA states that a consumer reporting agency 'shall maintain reasonable procedures designed to avoid violations' of the statute. The statute further specifies that the required procedures "shall require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose." FCRA section 607a. Further, the statute provides that "no consumer reporting agency (LN) may furnish a consumer report to any person if it has reasonable grounds for believing that the consumer report will not be used for a purpose listed in [FCRA] 604." The documents listed below and which are attached to the MSA are in part designed to address these requirements. In addition, however, they incorporate terms required by our data brokers, terms required to protect LN intellectual property, and terms required to protect the security of the PII. Finally, terms within these documents represent reasonable allocation of risk.

Listed below are the components of the modular LexisNexis Risk data license paperwork and when each is used and the basis for the particular document. These documents must be properly completed/executed. These documents are required of all LN Risk customers for legal/regulatory compliance, Credentialing and Order Fulfillment processes, and are an integral component of the LN Risk data licenses.

1. LexisNexis Master Terms and Conditions (Document 1) and Appendix 1 Risk Solutions Supplemental Terms & Conditions (Document 2). This document contains the terms of use including restrictions on use that are derived from statutes, terms from data vendors and risk allocation terms such as warranty disclaimers. Certain terms are required in order to comply with statutes governing PII as well as dealing with security issues including the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), Fair Credit Reporting Act (15 U.S.C. § 1681, et seq) ("FCRA"), the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws, and protection of intellectual property developed by LN.
2. LexisNexis Risk Solutions Government Application (Document 4). Information about a customer may need to be completed more than once if a customer licenses new products. This document is required as providers of PII are required to identify the customers who will be using the PII.
3. Non-FCRA Addendum (Document 8). Executed by a customer one time when a customer purchases Non-FCRA product(s). This document is an acknowledgement and certification by the customer that the product which does not meet the requirements of the Fair Credit Reporting Act will not be used for an FCRA purpose.
4. FCRA Addendum (Document 7) and Attachment A. FCRA terms and conditions executed by a



customer one time when a customer license FCRA product(s). Certification that the customer will follow the requirements of the FCRA when using the product and will use the product for a purpose listed in the FCRA.

5. FCRA Permissible Use Certification Form (Document 5) and Non-FCRA Permissible Use Certification Form (Document 6). Signed per use case and for any new product(s) including Death Master File terms required by the National Technical Information Service, US Department of Commerce, which is the source of the data. This form is used to certify the statutory permissible purpose the customer has to use the PII.

6. Product- specific terms (Addenda).

AVCC Addendum (Document 10)—this addendum contains terms and conditions that address unique features of the product. This product is a contributory database.

### **Accurint Subscriptions – Flat Rate, Per User**

Accurint is a powerful public-records investigative research tool used by thousands of law enforcement and government agencies across the country that assists them with solving crimes, locating debtors, enforcing laws and regulations, fighting fraud, waste and abuse, and providing citizen-centric services. LexisNexis provides access to the public and proprietary records. Our collection includes more than 45 billion records collected from over 10,000 sources. Accurint's next-generation search technology enables government professionals to instantly gather and analyze current, comprehensive and authoritative public records, allowing them to perform their jobs more efficiently and effectively. By using Accurint, agencies can:

- Locate people and apprehend suspects
- Discover associations
- Uncover property, assets, professional licenses, criminal records and more
- Investigate businesses
- Visualize complex relationships
- Map locations
- Much more

#### **Accurint for Law Enforcement or Accurint for Government,**

Monthly fee per agency, per user: **\$110.00**

**Price includes all Standard Features (priced \$0.00) in attached Price Schedules**

#### **Accurint for Law Enforcement Plus or Accurint for Government Plus,**

Monthly fee per agency, per user: **\$137.00**

**Price includes all Standard Features (priced \$0.00) in attached Price Schedules**

**Also at no additional cost, this offer also includes the following features in flat-rate Accurint subscriptions: Real-Time Phones, Email Searching, and Real-Time Motor Vehicle Reports.**

#### **Subscription Add-Ons**

Under Accurint's per-user structure, agencies would be billed a flat-rate monthly fee for standard features priced at \$0.00 in each "Flat Rate, Per User Subscription" Price Schedule for Accurint for Government, Government Plus, Law Enforcement, and Law Enforcement Plus. Those sheets also list per-search prices that agencies will incur for special features that are not included automatically in flat-rate plans. The following table includes monthly flat-rate pricing for certain premium features that an agency may wish to include in its Accurint plan. An agency that includes these features in a monthly flat-rate plan would not incur per-search charges for those features.

Premium Features	Monthly Per User Fee
Advanced Sexual Offender (Online Batch)	\$20.00
Government Location Report	\$15.00
Healthcare/Medical Bundle: <i>American Board of Medical Specialties Search &amp; Report</i> <i>Business Link Report</i> <i>Comprehensive Healthcare Provider Report</i> <i>Contact Card Report</i> <i>Disclosed Entity Service</i> <i>Federal Civil Court Records Search</i> <i>OSHA Investigative Reports</i> <i>Provider Report Card</i> <i>Provider Sanction Search &amp; Report</i> <i>Provider Search &amp; Report</i>	\$40.00
Identity Authenticate	\$15.00
Identity Verification	\$10.00
Law Enforcement Location Report	\$15.00
News (all Types)	\$35.00
Sexual Offender Alerts:	
15 Alerts	\$15.00
30 Alerts	\$27.00
60 Alerts	\$45.00
Virtual Identity Search & Report	\$25.00
Jail Booking Search & Report	\$100.00

**Add-On Feature Key**

Feature	Accurant LE	Accurant LE Plus	Accurant Govt.	Accurant Govt. Plus
Advanced Sex Offender Search	n/a	available	n/a	available
Advanced Sexual Offender Solution	available	available	available	available
Aerial Imaging	n/a	available	n/a	available
Government Location Report	n/a	n/a	available	available
Healthcare/Medical Bundle	available	available	available	available
Identity Authenticate	available	n/a	available	n/a
Identity Verification	available	n/a	available	n/a

### Add-On Feature Key

Feature	Accurint LE	Accurint LE Plus	Accurint Govt.	Accurint Govt. Plus
Law Enforcement Location Report	available	available	n/a	n/a
News (all Types)	available	available	available	available
Sex Offender Alerts*	n/a	available	n/a	available
Virtual Identity Search & Report	available	available	available	available
Jail Booking Search & Report	n/a	n/a	available	n/a

### Non-Subscription Features

The following features are only available on a transactional basis, and not included as part of the Per User Subscription on the Accurint products. These searches will be billed at the rates listed in the applicable "Transactional, Non-Subscription User" Price Schedules for Accurint for Government, and Accurint for Law Enforcement:

- Bankruptcy Dockets
- Canadian Phones
- Court Search Wizard
- Credit Reports
- D&B Global Market Identifiers
- D&B Search and Report
- DE Corporation Search and Report
- Equifax Recovery Report
- Medical, Employment & Business Records
- Online Batch Services
- Property Deed Image
- Real Time Person Search
- SEC Filings Search
- Social Network Report
- WorkPlace Locator
- XML

### Pricing for Accurint – Transactional, Non-Subscription User

Under this pricing structure, an agency may choose to be billed on a purely transactional basis rather than on a monthly flat-rate basis. This pricing requires a \$50 per-month minimum commitment from each agency, regardless of the number of users. Each month the agency would pay \$50 or the total fee for all Accurint searches conducted during the month, whichever is greater. Each agency would incur charges for each search, pursuant to prices listed in the attached "Transactional, Non-Subscription User" Price Schedules. The only Accurint solutions available on a purely transactional basis are Accurint for Government, and Accurint for Law Enforcement.

**Accurint for Government Price Schedule – Flat Rate, Per User Subscription**

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in Subscription plan.

**Price Schedule (Subscription)**

<b>FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Search	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service	\$0.00

Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$0.10
-Research And Identify Custodial Location	\$0.00
- Long distance charges, phone charges, initial and follow up calls	\$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
-Deliver Notice To All/3rd Party Notices	\$0.00
-Serve Subpoena To Custodian Of Record	\$0.00
-Pick-Up Scheduling And Two (2) Field Trips	\$0.00
-Mileage	\$0.00
-Return Record Review For Completeness And Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00
-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
-Hard Copy Per Page, Authorization (not discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00

-X-Ray Duplication (not discountable)	\$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
-Phone Charges	\$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
-Record Receipt And Review (QA)	\$0.00
-Electronic Posting Of Record, Per Page	\$0.00
-Hospital Charting (charged per page) (not discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00

-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>REPORTS</b>	<b>PRICE</b>
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50



Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current	\$0.00
Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00

Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$1.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25

-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>ONLINE BATCH</b>	<b>PRICE</b>
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

**Accurint for Government Plus Price Schedule – Flat Rate, Per User Subscription**

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in Subscription plan.

**Price Schedule (Subscription)**

<b>ACCURINT FOR GOVERNMENT PLUS FEATURES</b>	<b>PRICE</b>
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Aerial Imaging	\$3.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Basic Lookup	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Lineup	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report	\$0.00
National UCC Filings (Report Included)	\$0.00

Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>REPORTS</b>	<b>PRICE</b>
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Relatives, Neighbors, & Associates Report	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Internet Domain Names	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00

-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
<b>ONLINE BATCH</b>	<b>PRICE</b>
Batch Person Search	\$0.50
Batch Telephone	\$0.10

**Accurint for Law Enforcement Price Schedule – Flat Rate, Per User Subscription**

**Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in Subscription plan.**

**Price Schedule (Subscription)**

<b>FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Search	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25



Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00

People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>REPORTS</b>	<b>PRICE</b>
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00

Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40

-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$1.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50

-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>ONLINE BATCH</b>	<b>PRICE</b>
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--